



Limited Warranty

Products Manufactured by Mode Acoustic

Please read the following terms carefully, as they are affected by the installation conditions.

This express warranty constitutes the entire obligation of Mode Acoustic and there are no other warranties expressed or implied, including any warranty of merchantability or fitness for any purpose whatsoever.

Subject to the conditions and limitations herein, the **Mode Acoustic Fabric** and **Mode Acoustic Wood** product(s) manufactured by Mode Acoustic are to be free of defects in workmanship, materials under normal use and conditions for a period of Five (5) years from date of shipment.

Under this LIMITED WARRANTY, coverage does not include:

1. Panel fabrics that have acrylic backing. Please note: we do not wrap panels with acrylic backed fabric unless requested by the customer. Delamination may occur.
2. Custom modifications that are not recommended by Mode Acoustic.
3. Any defect or performance deficiency which is the direct or indirect result, in whole or in part, of accident, abuse, misuse, vandalism, or other damage or alteration of the product(s) by persons other than Mode Acoustic.

Furthermore, warranty coverage does not extend to any defect in the product(s) caused by storage, handling, installing or processing the product(s) under environmental conditions exceeding those recommended by Mode Acoustic or generally accepted by industry for the product(s).

This includes:

- Combining incompatible products, use of incompatible products, use of incompatible materials, accessories or supplies, exposure to chemicals, site-induced environmental factors, water damage, fires, floods and other similar and dissimilar natural causes
- Damage, neglect, alteration, or any impairment of product(s) resulting from causes or conditions not associated with ordinary storage handling, installation, maintenance, service, or use, or any acts of omissions, causes, or events beyond the control of Mode Acoustic.

- Excessively dry or moist conditions causing failure of product. This includes; air vents or heat sources directed at product, extreme changes in humidity due to HVAC failure or intentional HVAC programming that suspends climate control on weekends or after hours.
- Extended storage of Mode Acoustic products for more than 30 days prior to installation.

No damage claims are accepted when products have been *improperly* field cut by a contractor; however, Mode Acoustic can manufacture replacement products for any product(s) that have been damaged in the field at customer's expense.

Additionally, warranty coverage does not extend to any damage caused by a third-party shipper.

All panels are manufactured to the specification of the customer as documented on a purchase order and signed quote. Any discrepancies in product dimensions, covering, or count of product will need to be examined by Mode Acoustic to determine if the product(s) was manufactured incorrectly before replacement will be honored at no charge.

Mode Acoustic **DOES NOT ASSUME ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES UNDER THIS LIMITED WARRANTY.** This includes without limitation, lost profits, punitive damages, loss of use damages, loss of value damages, damage to other property, and any charges incurred in installation of the product even if the manufacturer is aware of the possibility of these damages occurring. All claims under this Limited Warranty must be made in writing within the warranty period or such claims are waived.

Mode Acoustic does not assume nor does it authorize any person to assume or extend on its behalf any other warranty obligation or liability.

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