

# SUPRESS®

## SOUND-ENGINEERED™

Supress Brand building products are in compliance with major building codes, and are backed with a limited warranty, as stated below. Currently dated Supress interior panel technical literature, describing routine precautions against damage, recommended framing and joint treatments and other special requirements, as well as step-by-step installation procedures, are available from Supress Products, LLC. The requirements and instructions in the current publications for the particular product you have ordered should be faithfully followed to facilitate validation of the Supress Products, LLC product limited warranty.

Delivery promises are based on conditions at the time of quoting. They are also subject to change caused by (1) acts of the government or its agents, (2) operations of the priority system, (3) the prior acceptance of other orders, (4) strikes, riots, fire or other causes beyond control including unavoidable delays in transportation or inability to obtain necessary materials, labor or manufacturing facilities. Under no circumstances will the seller be liable for consequential damages of any kind due to its failure to fulfill a delivery promise.

### LIMITED WARRANTY

LAW a.) This order shall be governed by and shall be construed in accordance with the laws of the state of California. b.) Any controversy or claim arising out of the sale of goods by Supress Products, LLC or relating to Supress Products, LLC's limited warranty, or the breach thereof, shall be resolved by binding arbitration to be held in San Rafael, California and in accordance with the Rules of the American Arbitration Association (AAA), and judgment entered upon any award thereon may be entered in any court of competent jurisdiction.

DELIVERY DELAYS a.) Delay in delivery or non-delivery in whole or in part by Supress Products, LLC is not a breach of its obligations under the contract for sale if performance as agreed has been made impracticable by the occurrence of a contingency the non-occurrence of which was a basic assumption on which the contract was made or by compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it later proves to be invalid. In the event of a delay Supress Products, LLC is obligated to notify the buyer seasonably that there will be a delay or non-delivery. b.) Where the buyer receives notification of a material or indefinite delay, and only where the prospective delay substantially impairs the value of the whole contract, the buyer has the option to, in writing, notify Supress Products, LLC that it is either terminating the contract and thus discharging any unexecuted portion of the contract; or modify the contract and agree to take substituted delivery; or agree to take delivery at a later date.

WARRANTIES a.) There are no warranties which extend beyond the description on the face hereof. b.) There is no implied warranty of fitness for the particular purpose and no implied warranty of merchantability. c.) Except as otherwise provided herein, there is no express warranty, affirmation, promise, description, or representation of any kind, except that the goods shall be of the quality as specified herein, and none shall be implied by law. The quality of the goods shall be in accordance with Supress Products, LLC's specification. The final determination of the suitability of the goods for the use contemplated by the buyer is the sole responsibility of the buyer, and Supress Products, LLC shall have no responsibility in connection with such suitability. d.) Supress Products, LLC's limited warranty against defective goods extends for a period of one (1) year from the date of original purchase of construction products and is limited to replacement of defective materials only. Supress Products, LLC shall not be liable for any other

damages either direct or consequential. e.) This limited warranty is valid only if the Supress Products, LLC construction product has been installed and used in accordance with the most current Supress Products, LLC approved specifications and instructions for the particular product involved. These specifications and instructions, which are available at the source of purchase, or directly from Supress Products, LLC's web site [www.supressproducts.com](http://www.supressproducts.com) should be read carefully prior to installation and use of the product. This warranty shall not apply to products 1. Stored or installed incorrectly, 2. Damaged by improper handling, moisture contact, immersion in water, impact or building structure failure or movement, 3. With materials or coatings applied over or onto the surface and 4. Installed with sound or noise leaks from adjacent areas or materials, reducing acoustical performance. f.) No person, agent, distributor, representative, dealer or fabricator is authorized to give any warranty or make any representations on behalf of Supress Products, LLC or to assume for Supress Products, LLC any liability in connection with any Supress Products, LLC product.

Defective Goods and Cure by Seller a.) Where any tender and delivery of goods by Supress Products, LLC is rejected because non-conforming and the time for performance has not yet expired, Supress Products, LLC may seasonably notify the buyer of its intention to cure and may then within the contract time make a conforming delivery. b.) Where the buyer rejects a non-conforming tender which Supress Products, LLC had reasonable grounds to believe would be acceptable with or without money allowance Supress Products, LLC may, if it seasonably notifies the buyer, have a further reasonable time to substitute a conforming tender. c.) Where the buyer wrongfully rejects or revokes acceptance of goods on or before delivery, Supress Products, LLC may withhold delivery of such goods or resell and recover damages or recover damages for non-acceptance or the price or cancel delivery. d.) Any and all claims must be made in writing within ten (10) days after discovery of the defect to: Warranty Claims, Supress Products, LLC, P.O. Box 3472, San Rafael, CA 94912. Supress Products, LLC must be given a reasonable opportunity to inspect the goods at the site or request that they be sent to a specified location. No goods may be returned without the specific prior written authorization of Supress Products, LLC.

Liability and Damages Supress Products, LLC's liability for damages caused by alleged inferior goods shall not exceed the purchase price of the goods thereof.

Disclaimer Any acknowledgment, filing or acceptance by Supress Products, LLC of any memorandum of any kind which contain any term or terms inconsistent with or additional to the provisions of this agreement will not be deemed acceptance or approval of such inconsistent or additional term or terms, and in such event this agreement, which will be deemed an overriding agreement, will control in all respects.

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**SUPRESS®**

SOUND-ENGINEERED PRODUCTS FOR COMMERCIAL AND RESIDENTIAL STRUCTURES