



**ACOUSTICAL**

*Sound Solutions for Over 40 Years*

**SURFACES INC.**

Soundproofing | Acoustics | Noise & Vibration Control

TM

### **Coat Of Silence Manufacturer Warranty**

**LABOR:** Product Warranties are Limited to Material Only (see Limitations below), Labor is not included. Vertetek Corporation does not Warranty for Labor of any Kind.

**LIMITATIONS:** No Warranties or guarantees, express or implied, including but not limited to, any warranty of fitness for a particular use or purpose and warranty of merchantability is given or made. Any and all such warranties are expressly disclaimed. The suitability of any of our products for any purpose particular to the Buyer is for the Buyer to determine. Because the selection, use, application and /or removal of our products is beyond our control, we are not responsible for the results obtained. Additionally, no warranty or representation is made, nor shall any be implied by law or otherwise.

**No representative of the company is authorized to grant any warranty or guarantee or waive this limitation of liability.**

Vertetek Corporation disclaims any liability or responsibility for and shall not be liable, directly or indirectly, for any special, incidental or consequential damages (INCLUDING BUT NOT LIMITED TO, DAMAGES RELATING TO LOSS OF PROFITS, GOODWILL OR OTHER ECONOMIC INJURY) which may result directly or indirectly from or be based on, arising out of or as a result of the selection, use, application, removal or otherwise of any of its products or for damage to the structure, surface, or building, any contents, or occupants wherein or whereon the Products may be stored, used or applied.

Purchase of this product is an acceptance of this warranty by the purchaser.

Vertetek Corporation's liability is limited solely to replacing such quantities of it's product proven to be defective and for which the original initial customer has fully paid and shall be further limited to the amount of such defective product used and applied in the affected area only, whether any claim, suit or demand against it is based upon strict liability, negligence, breach of contract, breach of warranty or any other theory or cause of action.

Under no circumstances shall Vertetek Corporation be obligated to apply the replacement product or perform any other services related thereto. The replacement of this product is in no way an admission by Vertetek Corporation of product defectiveness.

Jurisdiction and venue in reference to any Product of Vertetek Corporation or claim against shall be only in the circuit courts of Cook County, Illinois, U.S.A and Illinois Law shall apply to any claim.

1.



**ACOUSTICAL**

*Sound Solutions for Over 40 Years*

**SURFACES INC.**

Soundproofing | Acoustics | Noise & Vibration Control

THE FOREGOING WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE PURCHASER AND IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES OR REMEDIES, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ALL OF WHICH VERTETEK CORPORATION HEREBY EXPRESSLY DISCLAIMS. VERTETEK CORPORATION SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO THE PURCHASER OR ANY THIRD PARTY FOR ANY LOSS, COST, EXPENSE, DAMAGE OR LIABILITY, WHETHER DIRECT OR INDIRECT, OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS AND THE PURCHASER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

**THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED**

2.