

OWA US Limited Product Warranty

Odenwald Faserplattenwerk GmbH (OWA) warrants, subject to the terms and conditions set forth below and for a period of thirty (30) years from the date of installation for OWA mineral tiles as listed below or for a period of three (3) years from the date of installation for OWA canopies or baffles as listed below and for a period of two (2) years or working life of 40,000 (forty thousand) hours (depending on what will occur first) from the date of installation of the lighting fixture OWALight, that such products will be free from defects in material or factory workmanship.

Products covered by limited warranty:

OWA mineral tiles:	Bamboo, Finetta High NRC, Sandila/N, Sandila NRC, Octave 70 High CAC, Octave 75, Octave 85 black, Octave 80 High CAC, Octave 85, Octave 90, Octave wood colors, Opus, OWApplan, Trapeze, Unique, Cloud, Square, RAW
OWA canopies or baffles:	Selecta, FreeStyle, Curve and Corpus
OWA Light fixture:	OWALight

OWA does not authorize any person to assume, modify, or extend on its behalf any warranty obligation or liability.

Scope of limited warranty:

1. Products must be supplied by an official OWA supplier and installed by an approved contractor in accordance with the then current installation instructions published by OWA (installation guide DS 9801us, relevant leaflets and data sheets) plus our standard terms and conditions of sales.
2. Installation must be in areas free from excessive humidity, dampness, freezing temperatures, excessive heat, chemical fumes and any mechanically initiated structural vibrations. Temperature range during installation must not be below 32°F or exceed 120 °F.
3. Before commencement of installation, all wet work (plastering, cement flooring etc.) must be completed and dry. Exterior doors and windows must be fitted and glazed.
4. HVAC system must be in operation to ensure that normal occupancy environmental conditions prevail prior to and during the installation phase.
5. Products must not support any fixtures or fittings and must be mechanically suspended by a compatible approved support system.
6. Prior to installation, products must be stored in a clean, dry enclosed area, protected from excessive heat and humidity, rain, frost, snow or other adverse conditions.
7. The ceiling location must be properly maintained to avoid excessive dirt or dust build-up or other conditions that could allow for mold, mildew or other microbial growth.

Not covered by limited warranty:

This Limited Warranty does not cover defects arising from a failure to comply with OWA Guidelines, Limitations, Specifications, Installation guide (DS 9801us) and national or local standards, before, during and after installation. In particular, the Limited Warranty does not cover defects or damage to the products arising from:

- Abnormal climatic conditions outside the products specification.
- Exterior applications.
- Chemical fumes, corrosive substances, freezing temperatures or vibration.
- Ceiling panels used to support any other materials or fixtures such as lights, air conditioning grilles, insulation (which are above maximum back loading limitations), signs etc.
- Ceiling panels installed on furring strips, or if nails, staples or adhesives have been used in the installation process.
- Damage by fire, water (including condensation) or other elements of nature, or act of God.
- Accidents, abuse, neglect, deterioration by chemical action, damage during shipment, storage, installation or use for purposes other than for which they were designed.
- Other components in the ceiling systems not manufactured by OWA such as hanger wires, fasteners or accessories.
- Alteration, modification or removal of products without the prior approval of OWA or attempts to repair any defective products.
- Normal wear and tear, improper use or damage unrelated to a product defect.
- Defects and damage caused by third parties or events beyond OWA's control.

Slight colour and structural deviations in length, width, thickness, images, drawings, measurements and performance details are not uncommon and do not affect the use of the products, and shall not constitute a defect.

Also, not covered under this Limited Warranty:

- Costs of removal or installation of products.
- Costs of removal of damaged or improperly installed products.

To get the Limited Warranty:

You must notify OWA of any product failure covered by this Limited Warranty within 30 days of the first observation of any defect or failure by writing to following address:

OWA USA Corp., Ridge Road. Unit 1 N, Munster, IN 46321, USA (eMail: usa@owa-ceilings.com)

What will OWA do?

Subject to confirmation by OWA of such product failure, OWA will deliver, at OWA's expense, F.O.B., to the place of installation, a new product, of the same or similar type and grade, in an amount equal to that which is determined to be defective.

If replacement materials cannot be provided within a reasonable period of time, OWA may, in its sole discretion, opt to refund the purchase price of the defective products.

DISCLAIMER. BUYER'S SOLE REMEDY FOR BREACH OF THE LIMITED WARRANTY ABOVE SHALL BE REPLACEMENT OR REPAIR, AS SPECIFIED ABOVE. THE LIMITED WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. OWA'S WARRANTIES HEREIN RUN ONLY TO BUYER, AND ARE NOT EXTENDED TO ANY THIRD PARTIES. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY OWA OR ANY OTHER PERSON ON OWA'S BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED HEREIN. OWA SHALL IN NO EVENT BE LIABLE FOR ANY INSTALLATION OR REMOVAL COST.

LIMITATION OF LIABILITY. IN NO EVENT SHALL OWA BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY LOSS OF REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OF ANY NATURE, WHETHER SOLE OR CONCURRENT), STATUTE, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT OWA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.