Clearsorber® Foil [ETFE] 5 Year Limited Warranty

We guarantee that Clearsorber® Foil’s [ETFE] mechanical properties, as originally delivered from RPG according to the product specification, will remain at a minimum of 90% from the original specification values below for a period of five (5) years from the date of receipt.

<table>
<thead>
<tr>
<th>MECHANICAL PROPERTIES</th>
<th>TEST METHOD</th>
<th>UNIT</th>
<th>AVERAGE VALUES</th>
<th>TEST DIRECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thickness</td>
<td>DIN 53 370</td>
<td>µm</td>
<td>135-165</td>
<td>T.D.</td>
</tr>
<tr>
<td>Mass/ Unit Area</td>
<td>DIN 53 352</td>
<td>g/m²</td>
<td>249-276</td>
<td>Circular Area</td>
</tr>
<tr>
<td>Tensile Strength</td>
<td>DIN EN ISO 527-1</td>
<td>M Pa</td>
<td>&gt; 40</td>
<td>M.D. / T.D.</td>
</tr>
<tr>
<td>Tensile Strength at 10% strain</td>
<td>DIN EN ISO 527-1</td>
<td>M Pa</td>
<td>&gt; 18</td>
<td>M.D. / T.D.</td>
</tr>
<tr>
<td>Tensile Strength at break</td>
<td>DIN EN ISO 527-1</td>
<td>%</td>
<td>&gt; 300</td>
<td>M.D. / T.D.</td>
</tr>
<tr>
<td>Tear Resistance</td>
<td>DIN 53 363</td>
<td>N/mm</td>
<td>&gt; 300</td>
<td>M.D. / T.D.</td>
</tr>
</tbody>
</table>

NOTE: Clearsorber® Foil must be allowed to acclimate to the installation environment for no less than (72) hours prior to installation. Relative humidity and temperature levels should then not change more than 10% from the time of installation.

The aspects of construction that shall be guaranteed include the mechanical integrity of the Foil as described above, the attachment hardware if manufacturer provided, and the attachment of the hardware to the Foil is manufacturer provided (as in the case of grommets). Clearsorber® Foil is fabricated in accordance with industry standards. Deviations that fall within acceptable tolerances, which are normal in the trade and do not prevent the use of the goods for their normal purpose, do not provide justification for a complaint. In particular, we are not liable for any modifications that are done to the system outside of the factory.

Upon receipt of the panels, the client must inform RPG in writing of any damages or defects without delay. RPG extends a one week grace period during which claims can be made regarding the arrival of the goods, even if this notification has already been made verbally or remotely by word of mouth to the site or the field personnel. In doing so, the defects claimed by the client must be described precisely. The client must cease any processing or handling of the allegedly defective goods immediately after the discovery of the material that is the subject of the complaint.

If a notification is received from the client to the effect that the products are not in accordance with the warranty, an individual defective item must, when possible, be sent to RPG without delay at our request or they must be stored properly and held for viewing by RPG personnel. If it should be found at that time that the complaint concerning a defect was unfounded, a charge will be made for RPG employee's working time and travelling expenses, at standard industry rates.

The warranty period begins on the delivery date. If our transportation, storage or assembly instructions are not followed, any warranty shall lapse. The term limit for item storage is 90 days from receipt of the panels. Storage must be in an environmentally controlled space or the warranty will be void. For situations where the storage term will exceed this time frame, you will need to contact RPG to discuss what options there may be to extend the term limit.

We do not warrant against defects which are due to improper storage or use of the products. The storage and use of the products presupposes that a full knowledge and experience of acoustical wood panel technology is taken into account so as to avoid detrimental effects on the stability and other qualities of the goods.

We are entitled to amend any problems, and if this is not possible, to deliver a replacement. If any modifications by RPG should fail, after an appropriate length of time, the client may, at his own discretion, request a reduction in the cost or cancellation of the contract.

If the client wishes to undertake modifications himself on the basis of a written agreement with RPG, he undertakes to inform RPG in writing beforehand of the costs arising from this, and only to carry out the amendment after receiving written agreement from RPG.
**Warranty Limitations**

This warranty does not cover problems caused by improper installation methods. It covers only installations done in accordance with installation instructions provided by RPG.

This warranty does not cover damage caused by improper maintenance or by use contrary to our recommendations, such as use on surfaces other than walls or ceilings.

The product must not be subject to abnormal conditions, such as extreme temperature.

If subject to abnormal conditions referred to above, the product should be removed immediately and replaced once the conditions of installation are normal.

This warranty does not cover normal wear and tear or changes due to smoke, fumes, leaks or abuse.

This warranty does not cover labor charges to replace obvious visual defects in the material at time of installation.

This warranty is not transferable and applies to the original purchaser only.

**Difference from Samples**

This warranty does not cover differences between samples or product photographs and actual product purchased.

**Implied Warranties**

There are no implied warranties, representations or conditions, except those required by statute, and they shall not extend beyond the term of the warranty applicable to your purchase.

**Consequential or Incidental Damages**

We exclude and will not pay any consequential or incidental damage, loss or expense other than to the panels themselves.

**Legal Rights**

This warranty gives you specific legal rights, and you may have other rights which vary by jurisdiction.

**What RPG Will Do if There is a Defect in Your Panels**

If a manufacturing defect does occur within the terms and conditions of this warranty, RPG will first seek to amend the problem following industry standard guidelines and protocol appropriate micro-perforated foil products. Within the limitations of this warranty, if a problem cannot be suitably amended, you will be supplied with new material to replace the defective panel and/or installation materials. Subject to inspection, the replacement materials will be of the same or similar design and quality. RPG reserves the right to fabricate replacement panels using the most current fabrication methods. RPG cannot guarantee color matching of replacement panels to the originals.

**How to Make a Claim**

If you believe there is a defect in your panels and want to make a claim under this warranty, please notify, in writing, the reseller who sold you the material. If unable to contact your reseller, or if you notified your reseller of a defect and have not received satisfaction, please write to us:

RPG Acoustical Systems, LLC.
99 South St
Passaic, NJ 07055
973-916-1166

All warranty requests must be accompanied by the appropriate documentation which would include:
Date of receipt of materials.
Length of time in, temperature and humidity of storage environment.
Date of installation start.
Date of installation completion.
Log of HVAC system startup, testing and balancing completion and maintained temperature and humidity signed and verified by the mechanical systems operator or owner.

**Operations & Maintenance Guidelines**

Clearsorber® Foil is most easily cleaned by dusting or light vacuuming with a soft bristle attachment for dust, a lightly dampened micro-fiber cloth with mild detergent for smudges or marks.