

5 YEAR LIMITED WARRANTY

United Process, Inc., doing business as SOUND SEAL of Agawam, Massachusetts (“SOUND SEAL”), as the manufacturer of the IMPACTA PRODUCT LINE, provides a Limited Warranty on its Impacta line of products (“Product”).

SOUND SEAL warrants that if the Product proves to have manufacturing defects and SOUND SEAL is notified of such defects within 5 years from the date SOUND SEAL has shipped the Product, SOUND SEAL shall replace the defective Product F.O.B. factory. Such Product replacement shall constitute the sole and exclusive remedy for any warranty claim.

For this Limited Warranty to apply, the installation must be performed in strict accordance with the manufacturer’s printed specifications and application instructions, if any, and applicable industry standards. This Warranty does not cover breakdown or deterioration of the Product which occurs due to structural movement, excessive deflection, and vertical displacement, water damage caused by flooding or broken pipes or any natural disaster, or the like. SOUND SEAL shall not be liable for any damage, loss or claim whatsoever unless the Product is properly installed. This Warranty is limited to the SOUND SEAL Product alone and no warranty is provided with respect to the adhesive or other materials used for installation of the Product as a system.

This Limited Warranty is given in lieu of any other Warranty, expressed or implied. There are no warranties, expressed or implied, including warranties based on samples or oral statements. Implied warranties of merchantability or fitness for a particular purpose are excluded. This Warranty specifically excludes any installation-related claims.

SOUND SEAL SELLS ITS PRODUCTS UPON THE CONDITION THAT CUSTOMER SHALL CONDUCT THEIR OWN TESTS TO DETERMINE THE SUITABILITY OF THE PRODUCTS FOR THE CUSTOMERS’ INTENDED PURPOSES. UNDER NO CIRCUMSTANCES WILL SOUND SEAL BE LIABLE FOR ECONOMIC, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER ARISING OUT OF OR OCCASIONED BY THE SELECTION, USE, STORAGE CONDITIONS, INSTALLATION OR REPLACEMENT OF THIS PRODUCT.

