



LIMITED 5 YEAR ACOUSTICAL PRODUCT WARRANTY

Overly Door Company warrants that the Acoustical Products supplied will substantially conform to the applicable specifications and will be free from defects in material and workmanship for a period of five years from the time of installation or sixty months from the original ship date, whichever comes first.

The warranty and remedies for breach of warranty provided extend only to the original installation and do not cover, and Overly shall not be liable for:

1. Abnormal wear and tear or damage caused by improper installation, maintenance or use contrary to the instructions published by Overly.
2. Storage of products in wet or damp areas or unprotected from weather and other job conditions.
3. Any cause beyond the control of Overly, including without limitation conditions caused by movement, settlement, or structural defects of the building in which the products are installed, fire, wind, hail, flood, lightning, or other acts of God, international acts, accidents, negligence or exposure to harmful chemical pollutants or other foreign matter or energy.
4. Repair or damage caused by anyone except personnel authorized by Overly.
5. Any scratches, abrasions, or other damage to the finish of painted items after they leave Overly's factory.

Items repaired or replaced and designs corrected under warranty are warranted only for the remainder of the original warranty period. Any General Product literature is for illustrative purposes only and does not constitute a warranty of any kind. Purchaser accepts full responsibility for the selection of the Products to achieve intended results.

THIS WARRANTY IS STRICTLY LIMITED TO ITS TERMS AND IS IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Purchaser's sole and exclusive remedy, and Overly's only obligation for breach of warranty for products furnished hereunder, shall be, at Overly's option, to repair or replace the defective item or part that fails within the warranty period, free of charge, provided that the Purchaser promptly gives notice to Overly of such failure, returns such item or part to Overly, freight prepaid, and upon examination Overly finds such to have been defective. Purchaser must pay for related costs of making repair or replacement, including but not limited to the cost of removal, installation or reinstallation of the products. In the event Purchaser claims that the products are defective, it must allow Overly's personnel access and permission to inspect the products at the site of installation or use.

Purchaser understands and agrees that Overly shall not be liable for INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL OR OTHER SIMILAR DAMAGES including but not limited to loss of profit or revenues, damages for loss of the use of the Products, damage to property, claims of third parties, including personal injury or death suffered as a result of use of Products or failure of Overly to warn, or to adequately warn, against the danger of the Products or to instruct, or to adequately instruct, about the safe and proper use of the Products whether or not Overly has been advised of the potential for such damage. The total liability of Overly to Purchaser from any cause whatsoever, whether arising under contract, warranty, tort, (including negligence), strict liability, products liability or any other theory of liability, will be limited to the lesser of Purchaser's actual damages or the purchase price paid to Overly for the Products that are the subject of Purchaser's claims. However, this limitation of liability does not apply to damages resulting from personal injury caused by Overly's negligence. All claims against Overly must be brought within one year after cause of action arises, and Purchaser expressly waives any statute of limitations which might apply by operation of law or otherwise.

If the building or structure containing the products is sold, transferred, conveyed or assigned, in whole or part, within the warranty period this warranty shall automatically expire and terminate.

The purchaser herein, by the signature of its authorized officer or agent hereinafter, acknowledges its acceptance of the terms and conditions of this Limited Warranty.

The validity of this warranty is contingent upon the Purchaser satisfying the following conditions:

1. Payment of the contract price, in full, and the receipt of payment by the Overly Door Company.
2. The proper execution of this warranty by completing the information below and faxing the entire warranty to the Overly Customer Service Department at 724-830-2871 or by mailing a photocopy to the above address.

<u>Purchaser:</u>	<u>End User:</u>
Company Name: _____	Facility Name: _____
By: _____ (authorized officer or agent)	Company Name: _____
Overly Sales Order No.: _____	Contact: _____
Date Installed: _____	Phone No./Fax No: _____

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