



Trim-Tex Standard Fire, Smoke & Acoustic Product Warranty

Express Limited Warranty

Trim-Tex warrants its fire, smoke, and acoustic product(s) to be free from defects in materials and workmanship under normal use and service for a period of 25 years from the date on which a permit or certificate of occupancy, or similar document, is issued for the building in which the fire, smoke, and acoustic product(s) are/is installed. If within 30 days after the installer discovers what is believed to be a defect, the installer notifies Trim-Tex in writing, provides the original invoice, and ships the product to Trim-Tex at 3700 W. Pratt Avenue Lincolnwood, IL 60712 with a Return Authorization Number obtained from Trim-Tex and clearly marked on the outside of the return container, Trim-Tex, at its option and in its sole discretion, will within 90 days of receipt, replace the product found by Trim-Tex to be defective, or refund the purchase price. Failure of installer to give such written notice, documentation and ship the product within 30 days shall be deemed an absolute and unconditional waiver of any and all claims of installer arising out of such defect.

This limited warranty does not extend to any product or part that is not installed in accordance with Trim-Tex published instructions, listed system(s), all applicable state, and local regulations and building codes, and all applicable national standards. This limited warranty does not extend to any fire, smoke, and acoustic product that has been damaged by or subject to: (1) other than normal wear and tear; (2) improper installation, alteration, modification, repair, tampering, negligence, abuse, or accident; or (3) improper storage. This warranty does not cover any cosmetic issues, such as marring, fading of colors or discoloration.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, AND SUBJECT TO THE LIMITATION OF LIABILITY BELOW, TRIM-TEX MAKES NO OTHER REPRESENTATIONS OR WARRANTY, AND EXPRESSLY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE FIRE, SMOKE, AND ACOUSTIC PRODUCTS, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS. TRIM-TEX DISCLAIMS ALL WARRANTIES NOT STATED HEREIN.

LIMITATIONS OF LIABILITY:

THE ABOVE WARRANTY SHALL CONSTITUTE THE PURCHASER'S EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS FURNISHED HEREUNDER. IN NO EVENT SHALL TRIM-TEX BE LIABLE OR RESPONSIBLE TO PURCHASER OR ANY OTHER PERSON FOR ANY OTHER DAMAGES ARISING OUT OF OR RELATING TO THE SALE, USE OR INABILITY TO USE THE FIRE, SMOKE, AND ACOUSTIC PRODUCTS, INCLUDING WITHOUT LIMITATION COSTS AND ATTORNEYS' FEES, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OF DAMAGES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY OF LAW, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF TRIM-TEX, AND EVEN IF THE PURCHASER OR ANY OTHER PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY



OF ANY SUCH LOSS OR DAMAGES, ALL SUCH DAMAGES AND CLAIMS BEING SPECIFICALLY DISCLAIMED. IN NO EVENT SHALL TRIM-TEX'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

Some US states do not allow limitations on how long an implied warranty lasts or allow exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. Customers located outside the US should consult their local, provincial, or national legal codes for additional terms, which may apply to this warranty

NOTICE TO USERS AND INSTALLERS OF FIRE, SMOKE, AND ACOUSTIC PRODUCTS The Limited Warranty stated above is a factory warranty to the first purchasers of Trim-Tex fire, smoke, and acoustic products. Since most installers have purchased these products from distributors, to make a claim under this Limited Warranty the installer must within thirty (30) days after the user's discovery of what user believes is a defect, notify in writing and return the product (at the installer's expense) to the distributor from whom he or she purchased the product. The distributor may or may not, at the distributor's option, choose to submit the product/parts to Trim-Tex, pursuant to this Limited Warranty. Failure by installer to give such written notice within thirty (30) days shall be deemed an absolute and unconditional waiver of installer's claim for such defects. Acceptance of any alleged defective product/parts by Trim-Tex distributor for replacement or repairs under the terms of Trim-Tex Limited Warranty in no way determines Trim-Tex obligations under this Limited Warranty. If you have any technical questions, please contact Trim-Tex Customer Solution Department.

Revised 08.15.2024