

## Product Warranty

Akouo Acoustics warrants products purchased hereunder to be substantially free from defects in materials and workmanship provided Akouo Acoustics receives written notice of an alleged defect within the time periods set forth below ("Warranty"). Akouo Acoustics will, at its sole option, repair or replace product that it determines to be defective as a result of faulty material or workmanship:

GiosFelt Collection:	3-year manufacturer's defect warranty
Livello Collection:	1-year manufacturer's defect warranty
WoodLine Collection:	1-year manufacturer's defect warranty

### **Repair or Replacement is Sole Remedy**

Such repair or replacement shall be the sole and exclusive remedy for any breach of the Warranty. Purchaser agrees and acknowledges that such repair or replacement is an adequate remedy. In the event Akouo Acoustics fails to repair or replace a product it has determined is defective as provided herein, the Purchaser's remedy shall be the return of the Purchase Price actually paid by Purchaser for the defective Product on a prorated basis based upon a useful life of three (3) years for GiosFelt Collection and one (1) year for Livello and WoodLine Collections.

### **Exceptions to Warranty coverage:**

- Normal wear and tear of surface material - Evidential abuse or mishandling
- Inappropriate use of product
- Use of unsuitable cleaning products
- Installation on ceiling or wall that does not meet minimum structural requirements
- Material alteration of Product
- Natural variations occurring in wood and upholstery, and/or color fastness, and or/ variations in matching colors, grains or textures of materials shall not be considered defects.

### **Disclaimer of All Other Warranties**

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, AKOUO ACOUSTICS HEREBY DISCLAIMS AND THE PARTIES EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Limitation of Liability**

AKOUO ACOUSTICS' TOTAL LIABILITY HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE ALLEGEDLY DEFECTIVE PRODUCT. IN NO EVENT SHALL AKOUO ACOUSTICS BE LIABLE TO THE PURCHASER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, WHETHER IN CONTRACT (INCLUDING BREACH OF WARRANTY) TORT (INCLUDING STRICT LIABILITY) AND INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF REPUTATION, LOSS OF GOODWILL, LOST SALES OR OTHER ECONOMIC OR NON-ECONOMIC LOSS.