



Limited Warranty

OWAcoustic[®], OWAconstruct[®], OWAtecta[®], OWAconsult[®]

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT [WWW.\[WEB SITE ADDRESS\].COM/WARRANTY](http://WWW.[WEB SITE ADDRESS].COM/WARRANTY) [AND/OR] IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT.

Odenwald Faserplattenwerk GmbH (OWA) warrants, subject to the terms and conditions set forth below and for a period of thirty (30) years from the date of installation of the products listed below that such products will be free from defects in material and workmanship. The thirty (30) year warranty term shall only apply if the OWA products (tiles) and the OWA grid systems are installed together as an integrated unit. OWA's above warranty shall be for fifteen (15) years from the date of installation if the tiles and the grid systems are sold and installed separately.

Products covered by Limited Warranty:

OWAcoustic [®] mineral tiles:	complete range according to product literature and installation guide
OWAconstruct [®] grid (suspension) systems:	complete range according to product literature and installation guide
OWAtecta [®] ceilings tiles and grid (suspension) systems:	complete range according to product literature and installation guide

Scope of Limited Warranty:

We extend this limited warranty only to the consumer who originally purchased the products. It does not extend to any subsequent owner or other transferee of the products. OWA does not authorize any person to assume, modify, or extend on its behalf any warranty obligation or liability.

1. Products must be supplied by an official OWA supplier and installed by an approved contractor in accordance with the then current installation instructions published by OWA (installation guide DS 9801E, relevant system leaflets) plus our standard terms and conditions of sales.
2. Installation must be in areas free from excessive humidity, dampness, freezing temperatures, excessive heat, chemical fumes and any mechanically initiated structural vibrations. Temperature range during installation must not be below 0 °C (32 °F) or exceed 49 °C (120 °F).
3. Before commencement of installation, all wet work (plastering, cement flooring etc.) must be completed and dry. Exterior doors and windows must be fitted and glazed.
4. HVAC system must be in operation to ensure that normal occupancy environmental conditions prevail prior to and during the installation phase.
5. Products must not support any fixtures or fittings and must be mechanically suspended by a compatible approved support system.

Odenwald Faserplattenwerk GmbH | Dr.-F.-A.-Freundt-Straße 3 | 63916 Amorbach | Germany | tel +49 93 73 . 2 01 - 0 | fax +49 93 73 . 2 01 - 1 30 | info@owa.de
Registered office: 63916 Amorbach | Register court: HRB 131 Aschaffenburg | USt.-IdNr. DE132096747 | Tax number 204/118/81149 | EORI No. DE 2241854
Managing Directors: MBA Maximilian von Funck | Dipl.-Wirtsch.-Ing. Jürgen Theobald | Deputy Managing Director: Norbert Müller

Deutsche Bank Aschaffenburg | BIC: DEUTDEFF795
IBAN: DE11 7957 0051 0023 2355 00

HypoVereinsbank Aschaffenburg | BIC: HYVEDEMM407
IBAN: DE11 7952 0070 0001 6880 30

Sparkasse Miltenberg-Obernburg | BIC: BYLADEM1MIL
IBAN: DE86 7965 0000 0620 3011 01

6. Prior to installation, products must be stored in a clean, dry enclosed area, protected from excessive heat and humidity, rain, frost, snow or other adverse conditions.

7. The ceiling location must be properly maintained to avoid excessive dirt or dust build-up or other conditions that could allow for mold, mildew or other microbial growth.

Not covered by Limited Warranty:

This Limited Warranty does not cover defects arising from a failure to comply with OWA Guidelines, Limitations, Specifications, Installation guide (DS 9801e) and national or local standards, before, during and after installation. In particular, the Limited Warranty does not cover defects or damage to the products arising from:

- Abnormal climatic conditions outside the products specification.
- Exterior applications.
- Chemical fumes, corrosive substances, freezing temperatures or vibration.
- Ceiling panels used to support any other materials or fixtures such as lights, air conditioning grilles, insulation (which are above maximum back loading limitations), signs etc.
- Ceiling panels installed on furring strips, or if nails, staples or adhesives have been used in the installation process.
- Damage by fire, water (including condensation) or other elements of nature, or act of God.
- Accidents, abuse, neglect, deterioration by chemical action, damage during shipment, storage, installation or use for purposes other than for which they were designed.
- Other components in the ceiling systems not manufactured by OWA such as hanger wires, fasteners or accessories.
- Alteration, modification or removal of products without the prior approval of OWA or attempts to repair any defective products.
- Normal wear and tear, improper use or damage unrelated to a product defect.
- Defects and damage caused by third parties or events beyond OWA's control.

Slight color and structural deviations in length, width, thickness, images, drawings, measurements and performance details are not uncommon and do not affect the use of the products, and shall not constitute a defect.

Also not covered under this Limited Warranty:

- Costs of removal or installation of products.
- Costs of removal of damaged or improperly installed products.

To get the Limited Warranty:

You must notify OWA of any product defects covered by this Limited Warranty within 30 days of the first observation of any defect or failure by writing to following address:

Export Sales Dept., OWA Odenwald Faserplattenwerk, Head Office, P.O. Box 1120, 63916 Amorbach, Germany (info@owa.de)

What will OWA do?

Subject to confirmation by OWA of such product defects, OWA will deliver, at OWA's expense, F.O.B., to the place of installation, a new product, of the same or similar type and grade, in an amount equal to that which is determined to be defective. If replacement materials cannot be provided within a reasonable period of time, OWA may, in its sole discretion, opt to refund the purchase price of the defective products.



LIMITATION OF LIABILITY:

TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITED WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. OWA SHALL IN NO EVENT BE LIABLE FOR ANY INSTALLATION OR REMOVAL COSTS. **SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.**

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. **SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF CERTAIN REMEDIES AND/OR DAMAGES SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.**

02/2017