



RPG DIFFUSOR SYSTEMS, INC.

BAD™ Panel 1 Year Limited Warranty

We guarantee that the RPG BAD™ Panels will be free from manufacturing defects for a period of one (1) year from the date of receipt.

NOTE: RPG BAD™ Panels are designed to be installed in interior areas with relative humidity levels of 40%-55% and temperatures between 60-80 degrees Fahrenheit (18-24 C). Levels above or below these ranges in use or storage will invalidate the product warranty.

The aspects of construction that shall be guaranteed include the securing of the fabric to the sides of the core material and the integrity of any installation hardware provided by RPG. The RPG BAD™ Panels are fabricated in accordance with industry standards. Deviations that fall within acceptable tolerances, which are normal in the trade and do not prevent the use of the goods for their normal purpose, do not provide justification for a complaint. In particular, we are not liable for the stability or consistency of the fabric itself. For example, if the fabric is found to be secured around the sides of the panel yet the fabric at the face sags, this is not covered by the warranty - any inquiries relating to this effect should be directed toward the manufacturer of the fabric.

Upon receipt of the panels, the client must inform RPG in writing of any damages or defects without delay. RPG extends a one week grace period during which claims can be made regarding the arrival of the goods, even if this notification has already been made verbally or remotely by word of mouth to the site or the field personnel. In doing so, the defects claimed by the client must be described precisely. The client must cease any processing or handling of the allegedly defective goods immediately after the discovery of the material that is the subject of the complaint.

If a notification is received from the client to the effect that the products are not in accordance with the warranty, an individual defective item must, when possible, be sent to RPG without delay at our request or they must be stored properly and held for viewing by RPG personnel. If it should be found at that time that the complaint concerning a defect was unfounded, a charge will be made for RPG employee's working time and travelling expenses, at standard industry rates.

The warranty period begins on the delivery date. If our transportation, storage or assembly instructions are not followed, any warranty shall lapse. The term limit for item storage is 90 days from receipt of the panels. For situations where the storage term will exceed this time frame, you will need to contact RPG to discuss what options there may be to extend the term limit.

We do not warrant against defects which are due to improper storage or use of the products. The storage and use of the products presupposes that a full knowledge and experience of upholstered acoustical panel technology is taken into account so as to avoid detrimental effects on the stability and other qualities of the goods.

We are entitled to amend any problems, and if this is not possible, to deliver a replacement. If any modifications by RPG should fail, after an appropriate length of time, the client may, at his own discretion, request a reduction in the cost or cancellation of the contract.

If the client wishes to undertake modifications himself on the basis of a written agreement with RPG, he undertakes to inform RPG in writing beforehand of the costs arising from this, and only to carry out the amendment after receiving written agreement from RPG.

Warranty Limitations

This warranty does not cover problems caused by improper installation methods. It covers only installations done in accordance with installation instructions provided by RPG.

This warranty does not cover damage caused by improper maintenance or by use contrary to our recommendations, such as use outdoors or on surfaces other than walls.

The product must not be subject to abnormal conditions, including extreme temperature and humidity, the presence of standing water or moisture coming into direct contact with the product, such as could result from building leaks or condensation. The product may support the growth of mold if it is exposed to such conditions. The growth of mold or damage caused by it is not covered by this warranty nor is it the responsibility of RPG.

Diffusor systems to enhance the acoustics of critical listening and performing environments



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If subject to abnormal conditions referred to above, the product should be removed immediately and replaced once the conditions of installation are normal.

This warranty does not cover normal wear and tear or shade changes due to exposure to sunlight, smoke, fumes, leaks or abuse.

This warranty does not cover labor charges to replace obvious visual defects in the material at time of installation.

This warranty is not transferable and applies to the original purchaser only.

Difference from Samples

This warranty does not cover differences between samples or product photographs and actual product purchased.

Implied Warranties

There are no implied warranties, representations or conditions, except those required by statute, and they shall not extend beyond the term of the warranty applicable to your purchase.

Consequential or Incidental Damages

We exclude and will not pay any consequential or incidental damage, loss or expense other than to the panels themselves.

Legal Rights

This warranty gives you specific legal rights, and you may have other rights which vary by jurisdiction.

What RPG Will Do if There is a Defect in Your Panels

If a manufacturing defect does occur within the terms and conditions of this warranty, you will be supplied with new material to replace the defective panel and/or installation materials. Subject to inspection, the replacement materials will be of the same or similar design and quality. RPG reserves the right to fabricate replacement panels using the most current fabrication methods. RPG cannot guarantee color matching of replacement panels to the originals.

How to Make a Claim

If you believe there is a defect in your panels and want to make a claim under this warranty, please notify, in writing, the reseller who sold you the material. If unable to contact your reseller, or if you notified your reseller of a defect and have not received satisfaction, please write to us:

RPG Diffusor Systems, Inc.
651-c Commerce Drive
Upper Marlboro, MD 20774
301-249-0044

All warranty requests must be accompanied by the appropriate documentation which would include:

- Date of receipt of materials.
- Length of time in, temperature and humidity of storage environment.
- Date of installation start.
- Date of installation completion
- Log of HVAC system startup, testing and balancing completion and maintained temperature and humidity signed and verified by the mechanical systems operator or owner.

Operations & Maintenance Guidelines

The RPG BAD™ Panel is most easily cleaned with compressed air or light vacuuming with a soft bristle attachment.

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