

## Limited Warranty

**General.** This Limited Warranty (“Limited Warranty” or “Warranty”) supersedes all previous warranties. No other express warranties may be made on behalf of Cambridge Research & Development, Inc. (“CRD”), by any retailer, agent, distributor, or other party to any customer or other party. This Limited Warranty is not transferable. It expressly excludes any defects or damages caused by replacement parts or repair service other than those that have been provided or authorized by CRD pursuant to the terms hereof. The Limited Warranty applies exclusively to the CRD Dissolvable Air Barrier (DAB) panels (the “**Products**”) and covers the cost to repair or replace the defective part(s) in the event the Product experiences a manufacturing defect, subject to the limitations and exclusions herein. Uninstalled Product must be stored in its original packaging and in a dry, protected manner and location.

**Limited Warranty; Length of Limited Warranty Period.** CRD warrants that the Product(s) will be free of defects in material and workmanship under normal use for two years from the date of shipment (the “**Warranty Period**”). After the expiration of the Warranty Period, the cost of labor, parts, and shipping will be the responsibility of the owner of the Product. EXCEPT AS STATED IN THIS SECTION, CRD IS NOT MAKING AND HAS NOT MADE ANY EXPRESS REPRESENTATIONS OR WARRANTIES.

**Remedy.** If the CRD Product should prove to be defective and Customer reports such defect to CRD within the Warranty Period, CRD will supply you with new materials to replace the defective part(s) subject to inspection and approval by CRD or replace the Product, at CRD’s sole discretion. Any such replacement materials will be of the same or similar design and quality as the original Product material(s). Repaired or replaced Products or parts thereof will be warranted by CRD for the balance of the original Limited Warranty Period or ninety (90) days from the date of Warranty service, whichever is longer. To obtain Warranty service, you must make a claim in writing by notifying CRD via email at [claim@cambridgerad.com](mailto:claim@cambridgerad.com) during the Warranty Period – CRD does not provide Warranty service for defects first reported after the Warranty Period expires. **A prior authorization number and claim number issued by CRD is required for all Warranty claims and returns.** If it becomes necessary to ship the Product back to CRD, package the Product carefully in its original packaging to avoid damage in transit. CRD will also pay shipping and handling fees to ship the replacement materials to you (if CRD elects to repair or replace the defective Product).

The Warranty claim request must include:

- your name, your email address, and your phone number;
- name of original purchasing entity;
- location of Product installation;
- quantity of Products subject to the claim request;
- description the Product defect; and
- any other information pertinent to the Product’s Warranty service.

**Exclusions.** This Limited Warranty does not cover, and CRD will not provide coverage (whether in the form of the cost of parts and labor, replacement, indemnification, or otherwise) under this Warranty for the following:

- Damage to Product(s) (a) caused during installation; or (b) where the Product was modified after shipment to you.
- Damage resulting or arising from: (a) acts of God, such as fire, flood, lightning, hurricanes, earthquakes and tornadoes; (b) transportation; (c) storage; (d) improper use; (e) failure to follow the Product instructions or to perform any preventive maintenance; (f) normal wear and tear, including but not limited to due to exposure to smoke, fumes, leaks, abuse, or handling of the Products during site configuration changes; (g) repairs or modifications to the Product by anyone not authorized by, or by using materials not made by, CRD; (h) third-party acts, including theft and vandalism; (i) shipping, removal, replacement packaging, freight or insurance costs, except the cost of shipping provided CRD agrees that you have experienced a bona fide breach of Warranty; or (j) repairs or replacement outside of the United States.
- Furthermore, this Warranty does not cover (a) damage, accidental or otherwise, to the Product not caused by a defect in material or workmanship, including damage caused by misuse or tampering, neglect, mishandling, transport by customer, or any external causes; (b) labor costs; or (c) liability for bodily injury, death, or property damage arising out of the use, operation, or maintenance of the Product.

Limitations; Voiding Warranty. This Limited Warranty is only valid for customers who purchase the Product directly through CRD or an authorized CRD dealer. The Limited Warranty is not transferable or assignable, and any rights herein shall accrue only to the initial purchaser. Any modification to the Product after shipping from CRD will void this Limited Warranty.

**No Other Warranties. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED HEREIN, THE PRODUCT IS SOLD “AS-IS” AND CRD DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND (WHETHER ARISING BY IMPLICATION, COURSE OF TRADE, OPERATION OF LAW OR OTHERWISE) WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER. THIS PARAGRAPH SURVIVES THE TERMINATION OF THE AGREEMENT.** Any implied warranties that cannot be disclaimed are limited in duration to the applicable Limited Warranty Period, and no person is authorized to assume for CRD any other liability in connection with the sale of the Product. This Limited Warranty gives the Customer specific legal rights. Customer may also have other or alternative rights which vary from state to state.

**Limitation of Remedies; Incidental or Consequential Damages.** CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE REPAIR OR REPLACEMENT OF THE PRODUCT AS PROVIDED HEREIN. NONE OF CRD, ITS SUBSIDIARIES, AFFILIATES, AUTHORIZED DISTRIBUTORS AND RETAILERS AND AUTHORIZED SERVICE PROVIDERS, OR ANY OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES THEREOF, SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES OR LOSSES FROM TRAVEL, LOST TIME, PERISHABLE GOODS; LOSS OF REVENUE, BUSINESS, PROFITS, GOODWILL OR CONTRACTS; BUSINESS INTERRUPTION OR ANY OTHER PECUNIARY LOSS; ANY COSTS, EXPENSES OR OTHER CLAIMS FOR COMPENSATION RESULTING FROM SUCH LOSS; OR ANY OTHER LOSS OR DAMAGES ARISING OUT OF ANY MALFUNCTION OF ANY PRODUCT OR PART OR OTHER DAMAGES RESULTING FROM THE USE OF THE PRODUCT, WHETHER IN CONTRACT, TORT OR OTHERWISE). UNDER NO CIRCUMSTANCES SHALL CRD'S LIABILITY FROM ANY AND ALL CAUSES, EXCEPT PERSONAL INJURY, EVER EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO CRD FOR THE PRODUCT.

NOTE: SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO A CUSTOMER RESIDING IN THOSE JURISDICTIONS.

## Manufacturing, Orders, and Shipping

All orders are manufactured Just-in-Time. CRD does not maintain a warehouse of product. All panels are made as orders are received and deposits cleared.

CRD does not have control over supplier delays and will inform customers should such delays be anticipated. CRD makes its best effort to work with multiple suppliers to avoid production delays.

Orders can be shipped in increments to one or more locations on one order. Customer will need to provide shipping information, order quantities, and priorities for each site. For incremental orders, the smallest shippable increment is 250 panels.

Once an order has been received and is in production, it cannot be cancelled.

Credits will only be issued to the credit card used for the initial order, or if paid by check or money order, a check will be mailed to the customer. In some cases, it may take up to 10 business days to have your original charge returned to your credit card.

Items received after 30 days are not eligible for return regardless of the reason. After 30 days all sales are final and are non-refundable and non-returnable.

All products must be returned in the original box, in the condition they were received - with no cuts, tape, labels or markings added. Returned items will be refused if they have been used or modified.

Shipments that come back to us undeliverable or that are refused by the customer without permission from CRD, will incur a 25% fee plus the round-trip shipping costs (including taxes and/or duties). This will be billed to the customer with Net30 terms.

No returns are allowed on orders with an order value of over \$5,000.

No returns on accessory orders over \$500. If the order is under \$500, standard return fees and procedures apply.

## Damaged Shipments

Please inspect all items immediately upon delivery for any potential en route damage.

For any orders that arrive damaged, please contact us at [claim@cambridgerad.com](mailto:claim@cambridgerad.com). Please include pictures of the damage. All damage claims should be reported within 72 hours of delivery. No refunds are allowed on damaged orders - exchange/replacements only.