

# CREATIVE PANEL SOLUTIONS, LLC

46271 184<sup>TH</sup> STREET  
CASTLEWOOD, SOUTH DAKOTA 57223

## 5 Year Limited Warranty

**Limited Warranty.** Creative Panel Solutions, LLC (“CPS”) interior decorative composite wall and ceiling panels (“Panels”) manufactured by CPS, 46271 184<sup>th</sup> Street, Castlewood, SD 57223 are warranted for a period of five years from the date of purchase to be free from substantial defects in material and workmanship. This warranty is extended only to the original purchaser from authorized dealers and/or distributors and is non-transferable and subject to the terms, requirements and limitations provided in this limited warranty.

**Compliance with Building Codes.** Each purchaser of Panels is solely responsible for determining the effectiveness, suitability and safety of any particular application or use of the product. Because building code regulations vary from area to area, each Panel purchaser should consult local building and safety codes for specific requirements in connection with the use and installation of Panels.

**Prior to Installation.** Carefully inspect all CPS Panels. If panels are defective, notify CPS Customer Service at 605-884-9670. Failure to do so will be at the sole risk of the installer. Panels should be checked for excessive dents, scratches, telegraphing core materials, and delamination. Due to materials and lamination process Panels may also vary in color, consistency, and tone. These variations are not to be considered defects. Make sure that all exposed edges and penetrations are sealed with silicone sealant. Installation should **NOT** begin until building is enclosed (windows and doors installed). Permanent heating and cooling equipment will be operational, and residual moisture from plaster, concrete, etc. will be dissipated. The installer must determine that the environmental conditions meet or exceeds all requirements specified in the installation guidelines. Before installing, remove packaging materials, but Do Not Remove the protective sheet on face of Panels (when applicable). Allow the Panels to acclimate to the room temperature and humidity for at least 48 hours before installing. Acclimation temperature range should be 60 degrees to 75 degrees F and relative humidity should be 35% to 55%. Ideally, the room temperature and humidity during acclimation and installation should be the same as the final operational conditions.

**Limited Warranty Coverage.** Panels covered under this warranty are warranted for a period of five years from date of purchase to:

1. Be free from substantial defects in the material and workmanship.
2. Not rot, rust, corrode, develop structural surface cracks, or require painting or refinishing.
3. Not delaminate due to materials when installed and used according to installation and use recommendations.

**Conditions of Warranty and Exclusions.** CPS will at its option, upon documentation and verification of failure, repair or replace the Panels, without charge, the above referenced product

if it fails due to the above defects. This warranty does **NOT COVER** or include labor costs or miscellaneous costs or miscellaneous costs for removal and/or replacement.

This warranty applies only to Panels stored, applied, installed and used in accordance with: (i) manufacturer's recommendations and technical bulletins; (ii) recognized standards of construction; (iii) all building codes adopted by federal, state, or local governments or agencies and applicable to the installation of the Panels.

This warranty does **NOT COVER**:

1. Improper installation (non-conformance with the appropriate product installation guide, standards of construction, or governmental building codes.) Failure due to any adhesive, caulk or other accessories.
2. Damage (not resulting from defects) while in possession of the customer caused by improper storage, excessive moisture exposure, improper handling, improper installation, or other negligent causes.
3. Unreasonable use (including failure to provide reasonable and necessary maintenance), normal pigmentation fading or abnormal fading due to exposure to ultraviolet rays. Damage or loss due to acts of God, improper storage, catastrophic events such as fire, hurricane, flooding.

**Exclusions of Incidental and Consequential Damages.** CPS will not be liable for any indirect, incidental, punitive, consequential, and exemplary or other damages of any kind; regardless of the legal theory used to allege such damages.

**Claims.** To present a claim under this warranty, purchaser must send all information to the following within 30 days of failure and be accompanied by photographic evidence of material that has failed and original Purchase Order ("PO") information.

Creative Panel Solutions, LLC  
46271 184<sup>th</sup> Street  
Castlewood, SD 57223

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