



AIRSTONE® INTERIOR ADHESIVE LIMITED WARRANTY

One Year Product Defect Limited Warranty

Subject to the conditions and limitations stated in this document, Baton, Inc. warrants that AirStone® Interior Adhesive will be free from manufacturing defects and will not break down or deteriorate under normal use for a period of 1 year from the date of installation. For any valid claim presented under this Limited Warranty, Baton will, at its option, replace the product(s) or refund the original purchase price.

Twenty-Five Year Limited Bond Warranty

Subject to the conditions and limitations stated in this document, Baton LLC warrants that AirStone® Interior Adhesive will maintain the bond between AirStone® wall covering and the approved substrate when properly installed according to package instructions, using Baton approved materials, and under normal use, for 25 years. For any valid claim presented under this Limited Warranty, Baton will at its option replace the product or refund the original product purchase price.

Warranty Details Applying to the AirStone® Interior Adhesive Limited Warranty

Warranty Exclusions. The AirStone® Interior Adhesive limited warranty does not cover general wear and tear, nor eliminate the need to clean and maintain the surface. Baton is not responsible for structural failure or workmanship not in accordance with its manufacturer's instructions and the applicable industry standards. The limited warranties are non-transferable.

Warranty Requirements. The Products must be properly applied according to package instructions, using approved materials as enumerated in Baton's specifications, all applicable building code regulations and applicable industry standards. Products must be used within their shelf life.

Warranty Claims. To make a claim, purchaser shall notify Baton within 15 days of the incident, in writing, of the alleged defect along with proof of purchase. Purchaser shall allow Baton a reasonable opportunity to review and investigate the alleged defect. For any valid claim presented under these limited warranties, Baton will, at its option, replace the product or refund the original purchase price. Mail written claims to:

Baton LLC
945 S. 13th Street
Louisville, KY 40210
U.S.A.

WARRANTIES DISCLAIMED - THE LIMITED WARRANTIES STATED ABOVE ARE IN PLACE OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED TO THE EXTENT ALLOWED BY LAW, BATON DISCLAIMS ANY OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALTHOUGH BATON MAY HAVE SUGGESTED THE PRODUCT(S) FOR A PARTICULAR APPLICATION, IT IS THE RESPONSIBILITY OF THE PURCHASER TO ENSURE (THROUGH APPROPRIATE PROFESSIONAL EVALUATION) THE SUITABILITY OF OR THE PRODUCT(S) AND ALL ASSOCIATED BUILDING MATERIALS ENUMERATED IN BATON'S WRITTEN SPECIFICATIONS, FOR THE PURCHASER'S INTENDED USE AND PURPOSE. THE PURCHASER ASSUMES ALL RISK AND LIABILITY WHATSOEVER REGARDING SUCH SUITABILITY.

LIMITATION OF REMEDIES AND DAMAGES - THE REPLACEMENT OR REFUND REMEDY STATED IN THESE LIMITED WARRANTIES TAKES THE PLACE OF ALL OTHER REMEDIES AGAINST BATON, AND IT IS THE ONLY REMEDY AGAINST BATON AVAILABLE TO THE PURCHASER OR TO ANY OTHER PARTY. IN NO EVENT WILL BATON BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF, OR CONNECTED WITH, AIRSTONE ADHESIVE OR ANY COMPONENTS OF THE SYSTEM IN WHICH IT IS APPLIED. TO THE EXTENT ALLOWED BY LAW, BATON WILL NOT BE RESPONSIBLE FOR THE SUITABILITY OF THE PRODUCT(S) OR THE SYSTEM NOR FOR ANY USE OR MISUSE OF THE PRODUCT(S) OR THE SYSTEM, REGARDLESS OF THE LEGAL THEORY (CONTRACT, TORT OR OTHER) USED TO MAKE A CLAIM. IN NO EVENT WILL BATON BE OBLIGATED TO PAY DAMAGES IN ANY AMOUNT EXCEEDING THE ORIGINAL PRICE OF PRODUCT(S) SHOWN TO BE DEFECTIVE.

Prior to pursuing any legal remedy, any and all claims, disputes, differences or disagreements between Baton and the Owner, arising out of or relating to these limited warranties which cannot be amicably settled between the parties, will be submitted to arbitration under the Rules of the American Arbitration Association then in effect.

Complete Agreement. This Warranty completely replaces and supersedes any prior oral or written warranty agreements or representations relative to AirStone® Interior Adhesive or the application of such. No one other than an officer of Baton is authorized to change this Warranty or any of its provisions.