

2/19/2020

Re: Acoustifence Longevity

To whom it may concern:

Acoustifence, invented by the president of the company Lahnne Johnson, was developed around 2002. We had Acoustifence in exposure testing since then in significant high UV, and humid Florida weather with no deterioration or mold. However, the original fence had no reinforced edges and our last hurricane caused major tears where it was tied to the fence.

Starting about 2005 we began manufacturing the Acoustifence with a welded reinforcement around the edges which the grommets are mounted in to prevent tearing. On the 2nd page there are current fence photos of Acoustifence that are undergoing exposure test started in 2009, 2013, 2014 and 2015. These pictures were taken a few days ago by myself. As such I feel very comfortable with outdoor exposure of the Acoustifence and as these fences have not deteriorated, we still cannot accurately estimate when they will until it happens.

Since manufacturing began with the reinforced edges, I do not recall any product failures of sold units. Acoustiblok recently received a patent from the United States patent office for the Acoustifence and its unique characteristics in sound mitigation.

Feel free to call me if any questions,

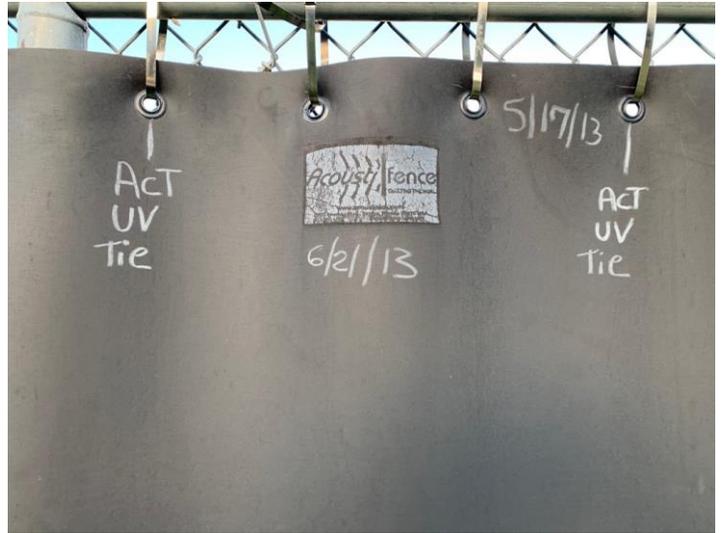
Sincerely,

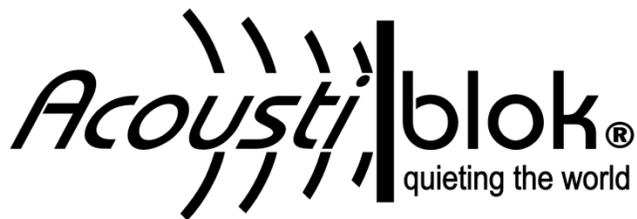


Lahnne Johnson
President and Founder

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Made in U.S.A



All U.S. Materials



100% Recyclable



a NASA "Spinoff" listed company

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"ACOUSTIFENCE®" (Pat. Pend.) LIMITED WARRANTY

For Specific Sale to _____ (Non-transferable) Dated _____

Acoustifence makes every effort to assure that its products meet high quality and durability standards and warrants to the original purchaser (nontransferable) of our product that it be free from defects in materials and workmanship as follows: 1 YEAR LIMITED WARRANTY ON ACOUSTIFENCE®. This Limited Warranty does not apply to defects/damage due directly or indirectly to misuse, abuse, negligence, excessive wind damage or accidents, normal wear and tear, repair or alterations, acoustical performance, or to a lack of maintenance or improper installation.

To take advantage of this warranty, first send us proof of purchase, a detailed explanation and photos (2 close up and 2 distant) of the damaged fence as currently installed showing problem. Upon return authorization from us, the product or part must be returned for examination, postage prepaid, to Acoustiblok, Inc. Proof of purchase date and an explanation of the complaint must accompany the merchandise. If our inspection discloses a defect, we will either repair or replace the product, or refund the prorated purchase price at our discretion. We will return the repaired product or replacement at our expense, if in the continental U.S., but if it is determined there is no defect, or that the defect resulted from causes not within the scope of warranty, then the user must bear the cost of storing (if required) and returning the product. This warranty gives you specific legal rights; you may also have other rights, which vary from state to state.

Acoustiblok's sole obligation under this Warranty shall be to replace the product, or at its option refund the purchase price, on a prorated basis. Acoustiblok does not warrant against the following: removal or installation charges, shipping expenses to or from Acoustiblok of its authorized service facility, loss of use, property damage of any kind, or other incidental or consequential damage or losses of any kind.

Warranty is also contingent upon the following:

- (a) All eyelets must be used with attention to insure weight is dispersed as evenly as possible while suspended from adequate structure.
- (b) All stainless steel ties on top edge must be loose so the eyelets are allowed to pivot on the stainless steel tie. If the stainless steel tie is tight and the fence moves in the wind the material will flex around the eyelet causing eventual failure around the eyelet.
- (c) When starting fence do not hang all weight on initial end corner eyelet.
- (d) Fence is made to hang from all eyelets equally without allowing sharp creases or angles. Sharp bends causing creases or tears are not covered by warranty.
- (e) Fence must not be allowed to flap in the wind. The bottom and sides must also be secured. (See installation suggestions.)

Complete "sound proofing" is not possible with this product or any other product and sound reduction will be greatly affected by elevations and surrounding buildings or objects which will cause sound reflections.

Any controversy or claim between the parties hereto arising out of this Agreement, on the written request of one party served upon the other, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The Arbitration shall be conducted in Hillsborough County, FL, U.S.A., before the American Arbitration Association or such other arbitration service as the parties may, by mutual agreement select.

If this product has been purchased outside of the United States of America, you should contact your local dealer or distributor to determine the warranty coverage provided in your country.