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1. General Information

Echo Barrier leads the world in combating noise pollution with its modular system of portable acoustic panels. Internationally endorsed and certified, Echo Barrier is the first choice of responsible operators for both performance and sustainability.

Echo Barrier's H-series acoustic panels offer outstanding all-round performance, complementing exceptional noise absorption and reduction with portability, flexibility, durability and adaptability.

Impressively resistant to water and extremes of temperature, Echo Barrier H-series acoustic panels rise to a multitude of challenges, such as those posed by rugged or difficult environments. ASTM E84 tests for flame spread and smoke development make the H series suitable for projects subject to highly stringent fire regulations.

The H-series is simple and quick to deploy, clean and maintain. This user manual provides valuable information and clear instructions. Its prime aim is to ensure you get the best out of Echo Barrier's H-series acoustic panels, in terms of optimum noise mitigation on-site – no matter what the project or working environment – and of long-term value.

2. Installation Guide

H Series

Intelligent noise management

Installation guide video

Lightweight, compact, flexible acoustic panels, unrivalled for all-round performance.



2.1 Introduction

Echo Barrier’s H-series acoustic panels offer outstanding all-round performance, complementing exceptional noise absorption and reduction with portability, flexibility, durability and adaptability. They are also simple and quick to deploy.

In this section of the user manual, you will find:

- Guidance on health & safety
- Detailed information on installation
- Technical specifications
- Guidance on storage & transport
- Instructions for cleaning & repair
- Terms & conditions (USA/EU)
- Warranty (USA/EU)

Customer Support

Echo Barrier offers expert and comprehensive technical support to its customers.

Our technical team is always available to advise on how best to deploy our acoustic panels in the context of a particular site, project or eventuality.

2.2 Advisory health & safety requirements

Compliance with the working instructions and risk assessments of the site’s principal contractors.



Protective measures to comply with the principal contractor's risk assessment.



Gloves for handling abrasive materials



Safety Footwear



High-visibility clothing for construction/traffic sites



Eye protection



Be aware that surfaces can become hot through exposure to sun radiation



To prevent ignition damage, do not expose Echo Barrier panels to flammable substances



Manual handling:

Echo Barrier panels are flexible and can be rolled for ease of handling.

- Single panels can be lifted by a single person.
- Multiple panels must be lifted by more than one person.



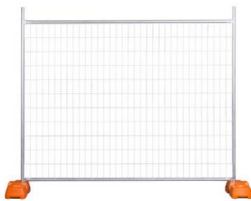
Working at heights:

- Ensure safety harnesses are worn when working at heights
- Always use a working platform with a hand rail when installing the barriers at heights

2.3 Before Installation

- Please read these instructions carefully before commencing installation
- Keep them in a safe place for future reference.

1. Check that there are sufficient and suitable components to meet the particular noise-control needs of the project, site and environment. Check too that all components are in a serviceable condition.



Suitable structure for fixing the Echo Barrier panels



Fitting kits



Buffalo Bolts



Echo Barrier panels

Check all components carefully before assembly, to ensure that all the necessary parts are present and that none of them is damaged.

2. Is the supporting structure fit for purpose?

- Is the structure stable?
- Is the structure of sufficient height to carry the Echo Barrier panels?
- Are the correct fitting kits/fittings available for attaching the Echo Barrier panels to the structure?
- Ensure that the Echo Barrier panels can be safely fixed on the structure using the existing eyelets/grommets in the panels.

NB: The Echo Barrier panels should NOT be pierced to create additional fixing points.

3. CONSIDER THE ENVIRONMENTAL/WORKING CONDITIONS TO WHICH THE ECHO BARRIER PANELS WILL BE EXPOSED

A. WIND LOADING

- IN WINDY CONDITIONS, ENSURE THAT WIND LEVELS ARE CONSISTENTLY MONITORED. ADDITIONAL BRACING MIGHT BE REQUIRED. IN VERY HIGH WINDS, IT MIGHT BECOME NECESSARY TO REMOVE THE ECHO BARRIER PANELS FROM THE STRUCTURE ENTIRELY.

B. PREVAILING WEATHER CONDITIONS

- EXPOSURE TO EXTREME HEAT, RAIN, SLEET, SNOW AND ICE.

C. GROUND CONDITIONS

- DO NOT INSTALL WHERE THE GROUND IS LIABLE TO FLOODING, OR WHERE THERE ARE DRAINAGE GULLIES/DITCHES OR EVIDENCE OF SUBSIDENCE.

D. THE SURROUNDING WORK ZONE AND THE LIKELIHOOD OF EXPOSURE TO HOT WORKS/ NAKED FLAMES

E. THE SURROUNDING WORK ZONE AND THE LIKELIHOOD OF EXPOSURE TO CORROSIVE CHEMICALS

F. ROAD AND TRAFFIC CONDITIONS IN THE VICINITY OF THE INSTALLATION

- PREVENTION OF POTENTIAL COLLISIONS WITH THE FIXING STRUCTURE

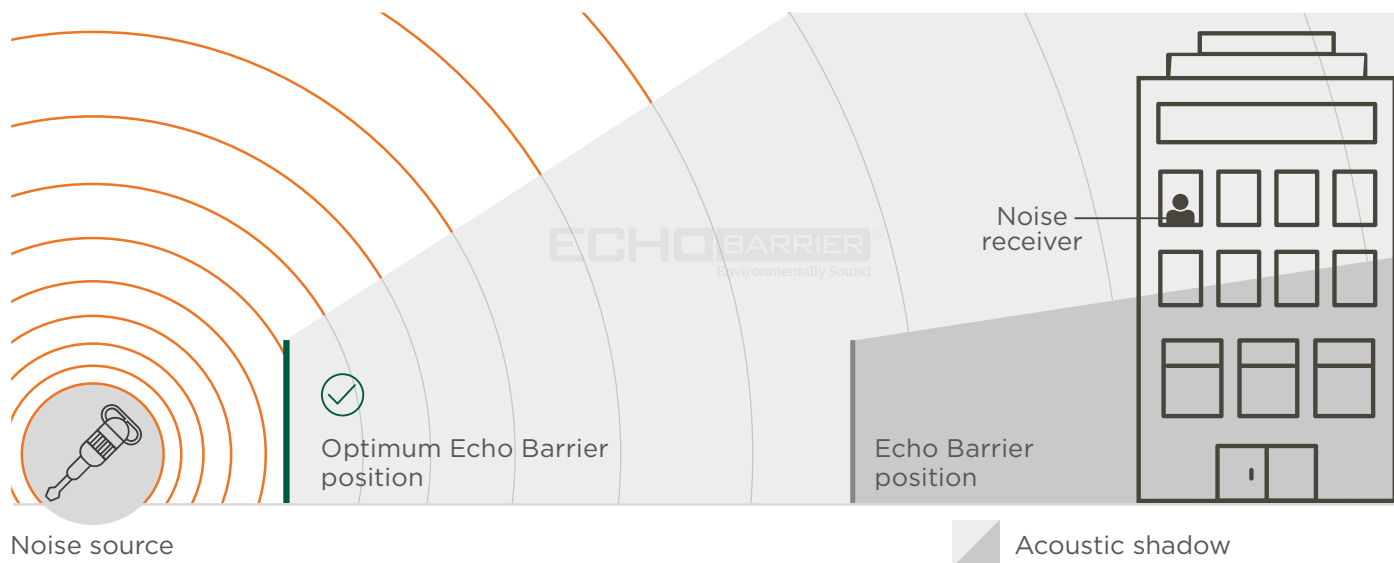
G. IS THERE ANY REQUIREMENT FOR ADDITIONAL SUPPORT IN THE FORM OF CANTILEVER BRACING?

H. HAS A RISK ASSESSMENT BEEN COMPLETED?

I. HAS A TEMPORARY WORKS ASSESSMENT BEEN COMPLETED?

2.4 Positioning & Fixing

Positioning the Echo Barrier barriers to create an acoustic shadow



Please refer to the performance guide in this manual for advice on how to position the Echo Barrier panels in order to achieve maximum noise mitigation. (See section 3.3 Key factors in successful noise mitigation, page 26)

Attaching the Echo Barrier panels to the supporting structure

There are two easy ways of attaching the acoustic panels to the supporting structure:

- Echo Barrier's dedicated fitting kits, or
- Generic fixings (bungee hooks/flexi-ties; zip-ties/cable-ties).

Echo Barrier panels can be installed vertically or horizontally, according to the specific on-site conditions and requirements.

Correct orientation

The front of each Echo Barrier panel is different from its back.

- The front (which carries the Echo Barrier logo) must face the noise receiver.
- The back (a mesh surface) must face the noise source.

Orientation instructions are printed on the panels.



Front

Back

Installing Echo Barrier panels

Provided the supporting structure is of sufficient height and strength to support the Echo Barrier panels, the panels can be attached to:

- fencing
- chain-link fencing.
- site hoardings (using drilled holes and fixing cables)
- scaffold tubes
- trusses
- beams

Security

To minimize the risk of theft or of damage through graffiti, Echo Barrier panels should be installed on the inner side of any structure to which the public might have direct access.

- **Anti-theft cable**
Security cables can be used to padlock the Echo Barrier panels to the supporting structure.

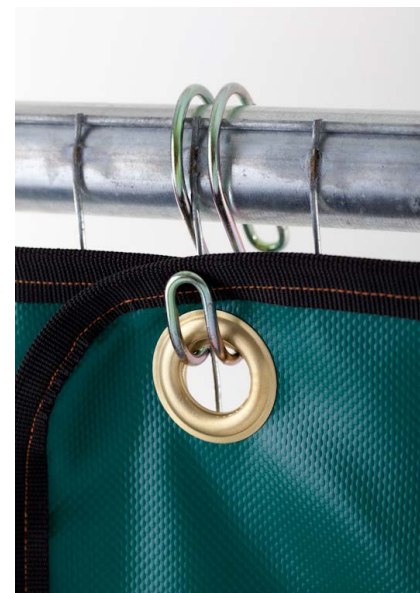


Fixing points

The existing eyelets/grommets should serve as the sole fixing points for the Echo Barrier panels. You should not attempt to pierce any additional holes in the panels.

- The eyelets/grommets at the top left-hand and right-hand corners are the principal fixing points of each Echo Barrier panel.
- The central eyelet/grommet can be used for further securing the Echo Barrier panel to the supporting structure. It can also be used as a mid-fixing point if a panel is:
 1. straddling two supporting structures;
 2. being folded round a corner, or
 3. being installed horizontally.

The fixings in Echo Barrier fitting kits, or generic zip-ties/cable-ties, can be used for the central eyelets/grommets.



Overlapping the Echo Barrier panels

- When installing Echo Barrier panels either horizontally or vertically, the attachments should be made via the eyelets/grommets at the top left-hand or top right-hand corners of each panel.
- The non-acoustic border of each Echo Barrier panel should overlap the non-acoustic border of the adjacent Echo Barrier panel. This will serve to maximize noise reduction. As further Echo Barrier panels are added to create a barrier of a suitable size/configuration, they should also be overlapped.



Folding the Echo Barrier panels

Echo Barrier panels are flexible and can be folded to match the shape of the supporting structure. Whether fitted vertically or horizontally, Echo Barrier panels can be folded around corners to create an unbroken barrier and so maximize noise reduction.

2.5 Fitting Kits

Echo Barrier's fitting kits contain all the necessary components to optimize the installation and removal of the acoustic panels.

Dedicated kits are available for:

1. standard installation
2. the creation of a vertical acoustic curtain or for extra-secure fixing. This kit includes Buffalo Bolts.

NB: The recommended safe working vertical load for an M16 Buffalo Bolt is 364lb/165kg.



2.6 Installation/Removal Instructions

<p>Step 1:</p> <ul style="list-style-type: none">• Install a hook on the supporting structure (e.g. fencing).• Hold the Echo Barrier panel against the structure.• Place the hook through the top eyelet/grommet at either the left-hand corner or the right-hand corner of the Echo Barrier panel.	✓
<p>Step 2:</p> <ul style="list-style-type: none">• With the Echo Barrier panel hanging temporarily from a single hook, install a second hook on the fixing structure.• Attach the panel to this second hook, using the next-but-one eyelet/grommet at the top of the panel (i.e. the next eyelet/grommet located at a corner of the panel).• The panel, now hanging from two hooks, should be fully supported and hanging square.	✓
<p>Step 3:</p> <ul style="list-style-type: none">• Fix the next Echo Barrier panel in the same manner, using the hook installed in Step 2 for the left-hand or right-hand eyelet/grommet of the new panel.• The borders of the panels should overlap.• Again following the procedure in Step 2, secure the new panel with a further hook.	✓
<p>Step 4:</p> <ul style="list-style-type: none">• To secure each Echo Barrier panel further to the fixing structure, a hook (or a bungee/flexi-tie or a zip-tie/cable-tie) can be inserted into the centre eyelet/grommet at the top of the panel.• Two or three hooks should be used for each Echo Barrier panel, further secured with appropriate bungees/flexi-ties or zip-ties/cable-ties, in accordance with the site conditions.	✓

<p>Step 5:</p> <ul style="list-style-type: none"> • Thread and attach a bungee/flexi-tie through the eyelet/grommet in the centre of the side of each Echo Barrier panel, thus forming a seal between the panel and the supporting structure. • Thread and attach a bungee/flexi-tie through the central eyelet/grommet at the bottom of each panel. • In both the above cases, the toggle of the bungee/flexi-tie should emerge at the back of the Echo Barrier panel. Straighten the toggle to block the eyelet/grommet. 	✓
<p>Step 6:</p> <ul style="list-style-type: none"> • To attach a bungee/flexi-tie to the supporting structure; thread the bungee/flexi-tie through the eyelet/grommet. When the toggle emerges on the other side of the supporting structure, straighten the toggle, stretch the bungee/flexi-tie and hook it to the fence, ensuring a tight seal. 	✓
<p>Note:</p> <ul style="list-style-type: none"> • Zip-ties/cable-ties can also be used to secure the Echo Barrier panels to a supporting structure. The zip-tie/cable-tie should be: <ol style="list-style-type: none"> 1. threaded through each eyelet/grommet as required; 2. looped around a section of the supporting structure; 3. re-inserted into an adjacent eyelet/grommet 4. finally fastened back onto itself. 	✓
<p>Removal of the Echo Barrier panels:</p> <ol style="list-style-type: none"> 1. Move along the fence line, removing the hooks from the fence. 2. Unfasten or cut all the zip-ties/cable-ties that are securing the panel to the fixing structure. For cutting, use scissors, not a blade. 3. Unhook the panels once all the fastenings have been loosened or cut. 4. Stack the panels safely. 5. Store and re-use the fitting components as possible. 	✓
<p>NB: Do NOT use a blade to cut fixings – this might result in damage to the panel.</p>	

2.7 Vertical installation on scaffolding & Creation of a vertical acoustic curtain

Echo Barrier acoustic panels can be installed on the scaffolding of a multi-storey building, providing noise mitigation for projects in built-up areas.

<p>Step 1: Ensure that the scaffolding:</p> <ul style="list-style-type: none">• has been designed, installed and certificated by a competent company;• has a safe loading limit sufficient to support the panels;• will withstand prevailing weather and environmental conditions;• is suitably tied and braced. (Refer to regional scaffold standards as necessary.)	✓
<p>Step 2: Ensure that adequate equipment is provided to allow safe access/egress from the installation point. Echo Barrier recommends that the panels should NOT be manually carried up ladders or transported on a mobile elevating working platform (MEWP).</p>	✓
<p>Step 3: In windy conditions it is recommended that the Barrier be secured to the fencing at each Lift the panels to the scaffold height, at a location near the planned installation point.</p>	✓
<p>NB: When installing a vertical screen or curtain, use M16 Buffalo Bolts, attaching the Echo Barrier panel with two bolts in the top eyelets/grommets and two bolts in the lateral eyelets/grommets. (SWL 364lb/165kg)</p>	✓
<p>Removal of Echo Barrier panels</p> <ul style="list-style-type: none">• Move along the scaffolding, removing the fixings and releasing the panels from the structure.• Once the panels are released, remove and stack safely.• Store and re-use the fitting components as possible.	✓
<p>NB: Do NOT use a blade to cut fixings – this might result in damage to the panel</p>	

2.8 Echo Barrier H Series: Panel Specification

Applications	Results
Max Noise Reduction (Lab Tested)	Please refer to specific product specification sheet
Max Noise Absorption (Lab Tested)	Please refer to specific product specification sheet
Height	6 ft 9 in (2050 mm)
Width	4 ft 5 in (1335 mm)
Rolled Dimensions	1 ft 4 in diameter (400 mm), 4 ft 5 in wide (1335 mm)
Weight	Please refer to specific product specification sheet
Water resistant test standard	BSEN 60529:1992 IPX9
Fire resistant test standard	BS 7837-1996 & ASTM E84
Dust resistant test standard	BSEN 60529-1992
Cold resistant test standard (result)	BSEN 60068/2/1:2007
Tensile test standard (result)	Please refer to specific product specification sheet
UV resistant	3 years
Safety features	Night-time reflective strips, hazard icons
Quick install	1 man assembly (installation kits), Rollable
Installation kits	Yes
Anti-theft	Security cable, Data tag
Cleaning	Power wash
Identification code part number	Unique RFID number per unit
Manufacturer's warranty	2 years
Color Options	On request

2.9 Buffalo bolts: technical data

Recommended maximum safe vertical working loads for:
Bluemay Nylon Threaded Rod, Buffalo Bolts and T-nut Connectors:

M6 – 30kg	M10 – 80kg	M16 – 165kg
M8 – 50kg	M12 – 120kg	M20 – 215kg

Temperature range from +50°C to -30°C.

Please note: figures quoted are for vertical loads only – no data is available for inclined or horizontal loads.

Tightening and use of nuts

Care should be taken not to overtighten nuts when used with thermoplastic threaded rod.

NUTS SHOULD BE TIGHTENED BY HAND AND GIVEN HALF A TURN WITH A SPANNER.
IT IS NOT RECOMMENDED TO USE STEEL NUTS WITH THERMOPLASTIC THREADED ROD OR BOLTS

Mechanical			
property	Dry temp.	Units	Nylon 6.6
Tensile strength	23°C	N/mm ²	62 – 83
Elongation	23°C	%	20 – 200
Modulus of elasticity	23°C	N/mm ²	1733 – 2744
Hardness: rockwell	23°C		R112 – R120
Hardness: durometer	23°C		D80 – D85
Flexural strength	23°C	N/mm ²	86 – 97
Deformation under load 14N/mm ² after 24hrs	50°C	%	1.0 – 3.0
Impact – Izod Notched at 50% RH	23°C	J/m	110

Thermal		
Property	Units	Nylon 6.6
Coefficient of linear thermal expansion	$10^{-6}/K$	100
Melting point	°C	260
Flammability		Self-extinguishing
Coefficient of thermal conductivity	W/K.m	0.24
Deflection temperature: at 0.5N/mm ²	°C	203
Deflection temperature: at 1.8N/mm ²	°C	60

2.10 Echo Barrier disclaimer

Echo Barrier Limited disclaims warranties of any kind other than those specifically contained in its Limited Warranty. Without limiting the forgoing, Echo Barrier Limited specifically disclaims any liabilities that may arise directly or indirectly as a result of the following:

1. On-site application or installation, including but not limited to damages as a result of any fault attributable to personnel installing the Echo Barriers panels;
2. Unauthorized disassembly or repair;
3. Damage due to improper handling;
4. Normal wear and tear;
5. Damage as a result of alteration, repair or part replacement not authorized by Manufacturer;
6. Misuse, wilful damage, abnormal storage or working conditions, or abuse;
7. Unreasonable use and/or negligence;
8. Installation, use or maintenance of Echo Barriers panels which is not in accordance with the written recommendations and restrictions as contained in this Installation Guide or any signage on the Echo Barrier panels itself;
9. Contact with corrosive or flammable substances;
10. Submersion in water, whether by design or due to flood conditions;
11. Damages due to severe weather conditions -- i.e. heavy wind, thunderstorms, snowstorms, rainstorms, hurricanes, tornadoes, and hailstorms;

2.11 UV Exposure warning

Regular cleaning of the panel surfaces with a combination of chemicals can damage the UV-resistant coating on the fabric on the back of certain H-series panels. As a consequence, the colour will fade through extreme exposure to sunlight.

2.12 Notices & General warranty

PLEASE NOTE

This Installation Guide represents the general guidelines for effective installation and optimum use of Echo Barrier panels. Echo Barrier Limited reserves the right to alter these suggestions. It is the responsibility of the buyer/hirer, engineer, contractor, and/or their respective representative(s) to ensure that installation meets all applicable Building Standards and Regulations. There is no performance warranty expressed or implied for any particular project or installation.

COPYRIGHT AND TRADEMARKS

© 2011 Echo Barrier Limited. All rights reserved.

All brand names and product names are trademarks, registered trademarks or trade names of their respective holders.

REGULATORY

The product has been tested by certificated test bodies and found to comply with specific Manufacturing Standards;

For test results and specific standards please refer to the product specification sheets.

GENERAL

Every effort has been made to ensure the accuracy of the information given in this manual. However, in some cases changes in the product or availability could occur which may not be reflected in this document. Echo Barrier Limited reserves the right to make changes to specifications at any time without notice. Performance specifications are typical, but may vary depending on conditions beyond the control of Echo Barrier Limited, such as incorrect installation and/or maintenance of the product, and the working environment. Performance specifications are based on information available at the time of printing. Echo Barrier Limited makes no warranty of any kind with regard to this material, including, but not limited to, implied warranties of fitness for a particular purpose. Echo Barrier Limited will not be liable for errors contained herein or for incidental or consequential damages in connection with the performance or use of this product.

This product is designed and manufactured with high-quality materials and components that can be recycled and reused.



This symbol means that, at their end of life, the items should be disposed of separately from regular waste. Please dispose of the product appropriately and according to local regulations, in compliance with the Environmental Protection Agency (USA), Department of Environment & Energy (AU) Environment Agency (UK).

Please help us to conserve the environment we live in!

GENERAL WARRANTY STATEMENTS

Echo Barrier will not be held responsible for any de-fit / re-fit costs where components have been fitted incorrectly or damaged during assembly.

If any fault is found with the materials or workmanship, please refer to the manufacturer's warranty specific to your region or point of purchase. Remedial action will be taken, based on information received, on condition that:

1. Full details are supplied to Echo Barrier;
2. The components have not been modified or tampered with;
3. Echo Barrier is informed of any damage/shortages prior to assembly.

This Installation Guide represents the general guidelines for effective installation and maximum use of the Echo Barrier. Echo Barrier Limited reserves the right to alter these guidelines without prejudice to their legal requirements. It is the responsibility of the buyer/hirer, engineer, contractor, and/or their respective representative(s) to ensure that the installation of the Echo Barrier panels meets all applicable Building Standards and Regulations. There is no performance warranty expressed or implied for any particular project or installation.

Echo Barrier does not accept responsibility for any problems that may occur through incorrect assembly of any single or collective parts. The success of the noise reduction installation and operation is dependent on the siting of the acoustic barrier to block the line of sight between the noise source and the noise receivers, assessed by your acoustic calculations and assessment.

3. Performance Guide

3.1 Introduction

Echo Barrier's guide to successful noise mitigation with portable acoustic barriers. Echo Barrier leads the world in combating noise pollution with its modular system of portable acoustic panels.

This introductory guide defines:

- Why Echo Barrier's portable acoustic panels are so effective in mitigating noise,
- Why they offer superior performance in diverse operating conditions, and
- How you can achieve best results with them, in terms of both noise mitigation and broader commercial and reputational benefits.

Echo Barrier is committed to combating noise pollution – and enhancing the sustainability of projects and businesses – through the practical application of innovative technology.

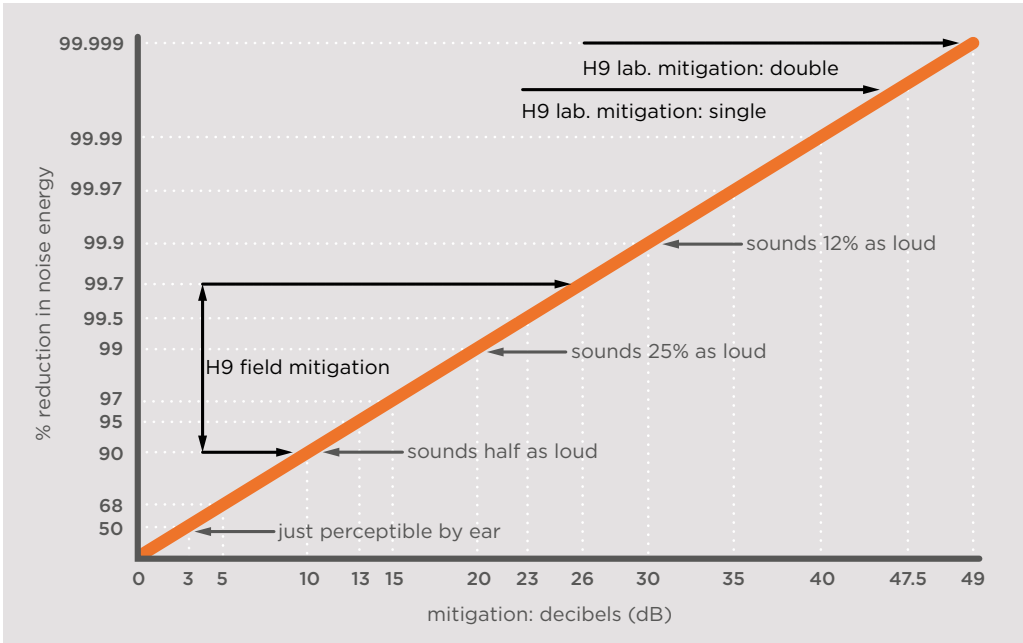
3.2 Barrier noise mitigation

Decibels, noise mitigation and the human ear

Noise levels are measured in decibels (dB). Since the decibel is a logarithmic (non-linear) unit of measurement, noise mitigation of 'just' 3dB is equivalent to a substantial reduction in noise energy, i.e. 50% yet that reduction is only just perceptible to the human ear. If noise mitigation increases to 10dB, it equates to a reduction in noise energy of 90%; the human ear senses that as noise reduction of 50%.

The chart below places this in the context of the performance of Echo Barrier's H Series of acoustic panels. Taking this further, the chart makes clear why, in the field (on site), it becomes difficult to mitigate noise by more than 20dB.

Barrier noise mitigation chart :



*Attenuation = Noise mitigation

Especially important is that noise reduction of 20dB equates to energy reduction of 99%, yet the remaining 1% of energy represents 25% of the noise level perceived by the human ear.

Decibel reduction (dB)	Energy reduction (%)	Noise reduction as perceived by the human ear
10	90	Sounds 50% as loud (Reduction of 50%)
20	99	Sounds 25% as loud (Reduction of 75%)
30	99.9	Sounds 12.5% as loud (Reduction of 87.5%)
40	99.99	Sounds 6.25% as loud (Reduction of 93.75%)

3.3 Key factors in successful noise mitigation

There are 4 key factors that determine the noise mitigation achieved by a barrier of any kind:

A. Geometry

The position of the barrier in relation to the noise source.

B. Noise absorption

The degree to which the barrier absorbs sound, rather than simply reflecting it. When noise is reflected, it can reverberate, aggravating noise pollution.

C. Barrier mass

Greater mass offers greater noise mitigation (i.e. results in greater transmission loss), but for the sake of practicality, a barrier also needs to remain manageable in terms of its size and weight, especially if it is to be portable.

D. Barrier aesthetics

If barriers are manufactured to a high standard and present a professional image, the perceptions of their performance can be considerably enhanced.

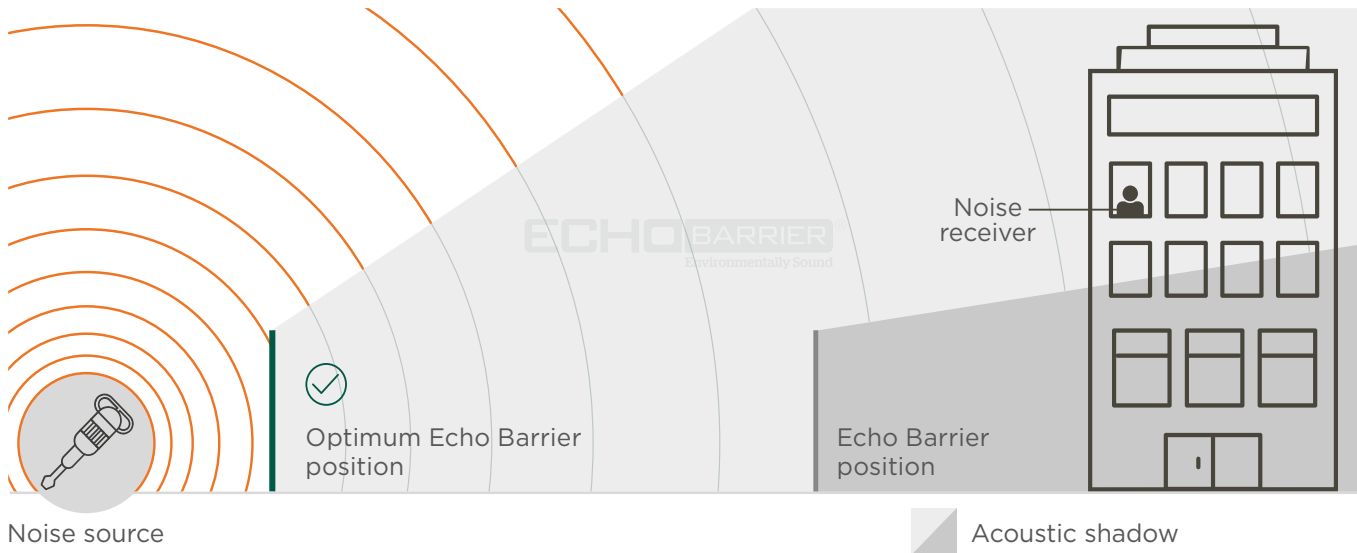
More details on each of these factors follow.



A. Geometry

Optimum configuration and noise mitigation with Echo Barrier's modular system

Figure 1: Barrier geometry - the key to optimum noise mitigation



The geometry of noise attenuation concerns the relative positions of:

1. any barrier,
2. the source of the noise it is intended to mitigate,
3. and the noise receiver (the human ear).

The closer the barrier is placed to the noise source, the greater the noise mitigation, since the barrier's 'acoustic shadow' becomes larger – just as an object's visual shadow becomes larger when placed closer to a light source. If a barrier is made taller, this also increases the size of the acoustic shadow and reduces the

amount of sound that passes over the barrier.

High-frequency sound is more directional than lower frequency sound. This means that higher-frequency sounds encountering a barrier are easier to mitigate than low-frequency sound, which is more likely to diffract and 'leak' round the barrier.

For optimum mitigation of low-frequency sound, any barrier should be as tall as practically possible. Echo Barrier's modular system of acoustic panels can respond to this need, since the panels can be readily assembled to create an acoustic 'wall' or 'curtain'.

B. Noise absorption

Echo Barrier's patented technology means that sound is absorbed, not reflected

Essentially, there are three kinds of barriers that are used in efforts to manage noise:

1. massive, heavy barriers made of hard materials such as wood, metal or glass;
2. basic 'sound blankets' and conventional acoustic barriers which make use of generic sound-absorbing materials such as fiberglass and Rockwool, and
3. Echo Barrier's high-tech acoustic panels, which are built around a lightweight composite which is highly sound-absorbent.

The capacity of materials to absorb sound ranges from 0 (total reflection of sound) to 1 (100% absorption of sound, i.e. zero reflection). Hard materials such as wood, PVC, steel and glass in fact behave like acoustic mirrors, reflecting sound that strikes them and creating an echo. This means that a barrier made of hard materials can cause noise to be amplified rather than mitigated, the opposite of its intended effect. By contrast, the patented hi-tech composite that forms the heart of Echo Barrier's panels 'cushions' and absorbs the noise. In fact, at certain frequencies it absorbs 100% of sound.

The soft, sound-absorbent materials used in basic 'sound blankets' and conventional

acoustic barriers, such as fiberglass and Rockwool, are hazardous to handle. Echo Barrier's innovative panels, however, contain no hazardous components, and are easy and safe to handle. Moreover, Echo Barrier's lightweight composite vastly outperforms conventional sound-absorbent materials when it comes to attenuating low-frequency sound.

Conventional materials such as fiberglass and Rockwool also soak up water, which can reduce their performance by 50%. Echo Barrier's innovative composite is protected (to BSEN60529:1992 IPX6 / IPX9) by a waterproof membrane, so that Echo Barrier panels can withstand wet weather conditions and be jet-washed safely, with no risk to their efficacy.

C. Barrier mass

Mass and weight: an effective, practical balance

Generally speaking, the mass of a barrier has a major impact on the transmission of sound: the heavier the material, the less it vibrates, and consequently less sound passes through it. In practice, more sound tends to pass over a barrier rather than through it, so it can be advantageous for a barrier to be taller rather than simply greater in mass.

For a portable noise barrier to be both effective at noise mitigation and physically manageable, it needs to strike the optimum balance between mass, weight and dimensions. Echo Barrier's modular system of compact panels has been specifically conceived with this optimum balance in mind.

At the heart of each panel is Echo Barrier's lightweight, but highly sound-absorbent composite. The panels have been designed for easy and rapid configuration in order to provide maximum noise mitigation across diverse site geometries. The various components of Echo Barrier's system can be positioned, combined and layered to provide the best possible response to the particular conditions and challenges of a project. To create an acoustic wall or curtain, they can be linked both vertically and laterally, or doubled up in thickness (which substantially increases noise mitigation).

Intelligent design

The absorption of low-frequency sound achieved by Echo Barrier's patented composite is comparable with the performance of conventional sound-absorbent materials that are more than twice as thick. As a result, Echo Barrier panels are much slimmer and lighter than conventional acoustic barriers - and they offer the same level of performance under both dry and wet conditions.

If barriers are to achieve optimum mitigation of noise, they must be particularly effective at absorbing frequencies in the 300Hz-800Hz range (low/medium frequencies). Higher frequencies, by comparison, are relatively easy to block. Any sound-absorbing barrier (including Echo Barrier's panels) needs to be a minimum of 25mm/1" thick to be effective. To absorb low frequencies (e.g. 250Hz), conventional sound-absorbing materials need to be 100mm/4" thick. As a consequence, basic sound-absorbent blankets can become excessively heavy and cumbersome if they

are to be effective across the full range of sound. These problems do not occur with Echo Barrier's modular range of acoustic panels, which are lightweight in themselves and can easily be layered to provide extra thickness and sound mitigation.

Portability and reconfiguration

In the course of any project, the geometries between barriers, noise sources and noise receivers change frequently, sometimes constantly. As conditions change, so should your noise-mitigation measures if optimum results are to be achieved.

Massive hard barriers are not 'portable', since they are too heavy and cumbersome to be reconfigured or moved around in the course of a project. By contrast, Echo Barrier offers a modular system of portable acoustic panels which are not only effective at attenuating sound, but also quick and easy to deploy.

They offer flexibility and favor constant optimization of performance as circumstances and needs change.

For a portable noise barrier to be both effective Independent tests have shown that, in the field, Echo Barrier's panels can provide no less than three times the mitigation at low frequencies that was recorded in Echo Barrier's own laboratory tests and subsequently published.

D. Barrier aesthetics

Looks really do matter

Echo Barrier's panels are hand-finished to ensure both outstanding durability and unrivalled quality of visual presentation.

Echo Barrier's products thus prove an asset when it comes to projecting a professional and responsible corporate image on site. The panels can be printed with brand logos and community care messages, enhancing brand awareness and communication.

Independent research has shown that the evident quality of Echo Barrier's products enhances perceptions of their already exceptional performance. Notably, the high-quality presentation of Echo Barrier's products led research respondents to perceive them as considerably more effective at mitigating sound than typical shabby-looking barriers. Positive perceptions of this kind reduce the likelihood of complaints from people in the vicinity of a site. Echo Barrier's panels, which can be jet-washed, maintain their appearance throughout their usable life, remaining a visual as well as a practical asset.

Ease of use, safety & environmental responsibility

Echo Barrier's innovative acoustic panels are designed for easy transportation and for quick installation and disassembly.

When compared with conventional acoustic barriers, an Echo Barrier system can be installed twice as quickly by half the number of staff. This creates obvious economies, and

rapid deployment proves invaluable for quick-turnaround projects such as night-time rail maintenance and urgent road works. Echo Barrier offers a dedicated rapid installation kit for its lightweight panels, and the panels can be simply rolled up for easy storage and transportation.

In the course of a project, the panels can be readily reconfigured in response to changes in site geometry and requirements for noise mitigation. They can also be linked both vertically and laterally, and doubled up in thickness, to create an acoustic wall or curtain.

Health & Safety

Echo Barrier's panels are constructed with an innovative hi-tech composite that has been rigorously tested, both in the laboratory and in the field. They do not contain fibrous materials such as Rockwool and fiberglass (used in sound blankets and conventional acoustic barriers), which can prove hazardous, since they irritate skin and can cause dermatitis. Not only will blankets eventually tear or rip, releasing fibers, they can also harbor large quantities of dust, which can prove a respiratory hazard. Moreover, the slimness and light weight of Echo Barrier's panels make for easy and safe handling, and they are resilient and tough, so not prone to tearing or ripping.

Environmental responsibility

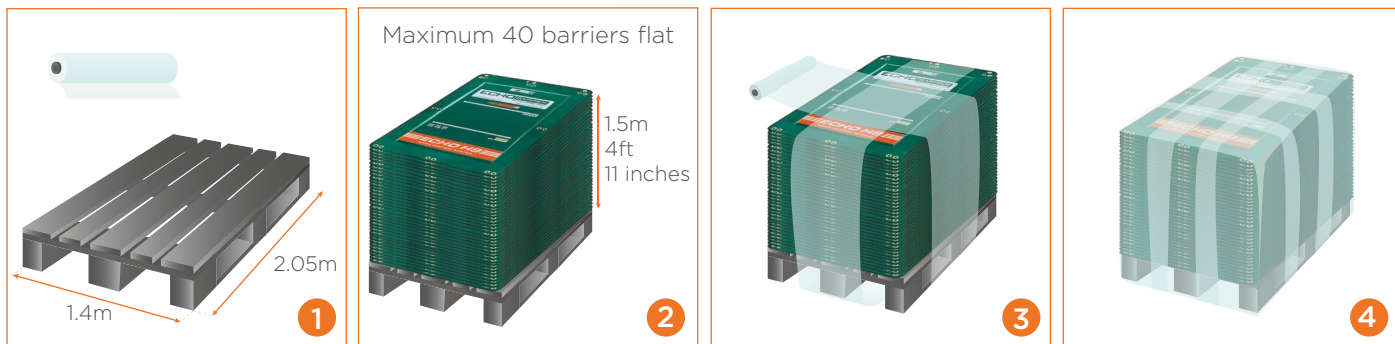
Echo Barrier is proud to say that its latest generation of acoustic panels incorporate a substantial proportion of recycled materials. All panels returned at the end of their lifecycle to Echo Barrier are either recycled or disposed of in accordance with strict guidance provided by the Carbon Footprint Association.

3.4 Echo Barrier vs other acoustic barriers - checklist

Feature	Echo Barrier	Other Barrier	Reason
Acoustic performance			
Waterproof (to BSEN60529)	✓		Waterlogging compromises performance by up to 50%
3kg/m2 or 5lb/yd2 > weight > 2.5kg/m2or 4lb/yd2	✓		Optimum weight for most applications
Acoustic absorption > 80% (300Hz - 800Hz) 40mm	✓		Achieve highest performance in the field
40mm or 1.5" > thickness > 25mm or 1"	✓		Effective sound absorption - but slim
Rapid installation kit	✓		Easy optimization of site geometry/Rapid deployment
Aesthetics	✓		Considerably enhances perceptions of efficiency in noise mitigation
Panels can be doubled-up on site	✓		Increase mitigation where needed
Performance: total marks from a possible 7	7		
Site practicalities & handling			
Rapid installation kit	✓		Install 2x faster with 1/2 the personnel
Lightweight	✓		Better/easier manual handling
No fiberglass/Rockwool	✓		Not hazardous to skin
No water retention	✓		Less weight/mess/mildew
No retention of dust i.e. non-porous	✓		Avoid respiratory hazards - dust diseases
Roll-up design feature	✓		Better/easier manual handling/storage/transportation
Scaffold curtain fit kit	✓		Quicker installation with fewer personnel
Minimum 5-year life (durable and well made)	✓		Value for money
Site: total marks from possible 8	8		
Site safety and security			
No fiberglass/Rockwool	✓		Not hazardous to skin
No retention of dust i.e. non-porous	✓		Avoid respiratory hazards - dust diseases
Fire-resistant	✓		Reduced fire risk
Lightweight	✓		Better/easier manual handling
Reflective strips	✓		Night-time visibility
Anti-theft cable	✓		Reduced potential for theft from site
Total safety marks from possible 6	6		
Aesthetics & corporate image			
High-quality materials and construction	✓		Corporate image on site combined with durability
Color options	✓		Harmonize with corporate branding/environment
Printing of logos, messages, contact details...	✓		Company branding, corporate image and marketing
Minimum 5-year life (durable and well made)	✓		Site looks professional and well-run over project period
Aesthetics marks from possible 4	4		
Recycling			
Extensive use of recycled materials	✓		Substantially reduced carbon footprint
Comprehensive recycling policy	✓		Environmentally responsible
Recycling: marks from possible 2	2		
Purchase Costs - ROI			
Cost per barrier divided by typical lifespan	✓		Industry norm is 6 months to 2 years. Projected life of Echo Barrier H4 range is 3-5 years outdoors, up to 10 years indoors
Total checklist marks from possible 28	28		

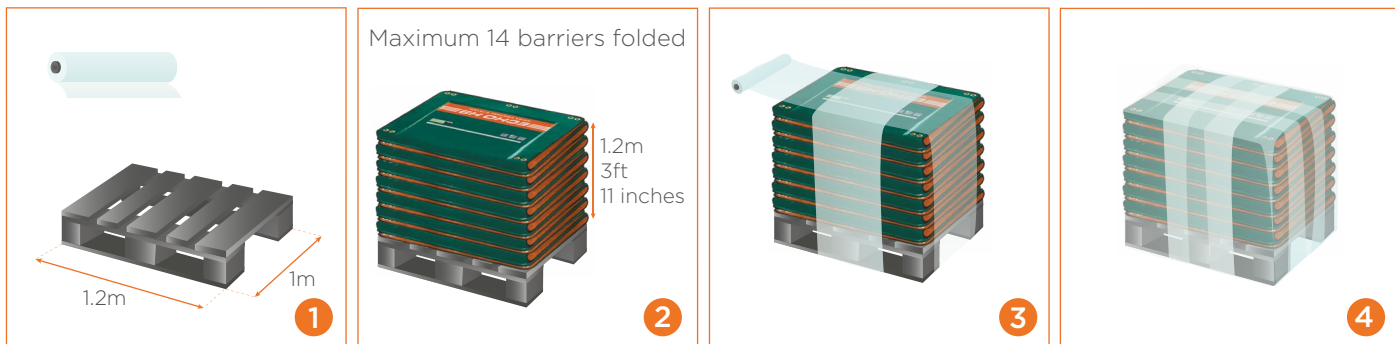
4. Storage & transportation

4.1 Large pallet 80" x 55" or 2.05m x 1.4m



1. Ensure the pallet is in good condition. Broken slats or protruding nails could damage the Echo Barrier panels.
2. Place the panels on the pallet. When stacking panels, the stack should not exceed 40 panels.
3. Shrink-wrap the panels to the pallet, with wrap running both top-to-bottom and side-to-side.
4. Shrink-wrap the entire pallet to secure the stack(s) of panels to the pallet.

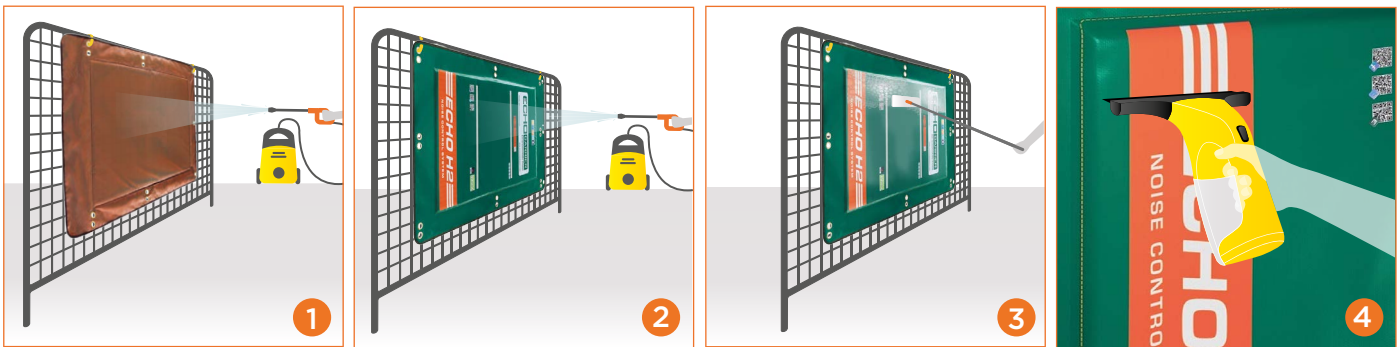
4.2 Small pallet 47" x 39" or 1.2m x 1.0m



1. Ensure the pallet is in good condition. Broken slats or protruding nails could damage the Echo Barrier panels.
2. Fold each panel in half. Stack the panels on the pallet, alternating the direction of the folded edges. This will ensure that the stack is neat and stable.
3. Shrink-wrap the panels to the pallet, with wrap running both top-to-bottom and side-to-side.
4. Shrink-wrap the entire pallet to secure the stack(s) of panels to the pallet.

5. Cleaning

5.1 Cleaning Instructions



1. Hang the Echo Barrier panel on a fence, with the back (mesh side) facing towards you.
2. Pressure-wash the mesh from top to bottom.
3. If necessary, scrub the mesh using warm soapy water and a stiff brush. Pressure-wash the mesh again to remove soap and residue.
4. Using a wet vac with a squeegee attachment ([Kaercher](#) or similar), remove surface water from the mesh.

Reverse the Echo Barrier panel and hang it with the front (green side) facing towards you.

- Pressure-wash the surface dirt from the front of the panel.
- Scrub the front of the panel with warm soapy water and a stiff brush.
- Pressure-wash the front of the panel to remove soap and residue.

Using the wet vac, remove surface water from the front of the panel, so that the panel is dry to the touch.

- **NOTE** If surface water is not removed from the panel prior to stacking, it is possible that the panel will not look clean once it has dried. **Stack the panel on the pallet.**

5.2 Graffiti Removal

- Lay panel flat.
- Pour Rapid Remover into a spray bottle, spray the affected area and leave for one minute. [Click here to see the product online](#)
- Using a dry cloth, wipe the affected area. This will remove 60-80% of the graffiti.
- To remove the remaining graffiti, apply some Rapid Remover to a dry cloth/sponge and scrub the graffiti.
- Once all the graffiti is removed, clean the panel (following the instructions in section 5.1), in order to wash away all traces of Rapid Remover.

6. Repairs

PANEL REPAIR METHOD



Front of the panel:

1. Identify the damaged area and cut a neat patch to fit it. The patch should be slightly larger than the damaged area, and ideally rectangular.
2. Gently heat the edges of the damaged area with a heat gun, taking care not to melt the surface of the panel. Place the patch over the damaged area, ensuring the edges are covered by the patch.
3. Using the heat gun, heat the edges of both the patch and the damaged area. Without melting, they should become sufficiently soft to be pressed together.
4. Use a hard roller to press together the patch and the edges of the damaged area, ensuring that they will not separate once they have cooled. If necessary, apply more heat whilst rolling.
 - If the patch is quite large, start the repair process at one end and work in small stages until the process has been completed for the entire patch.

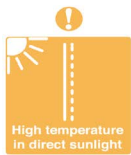
Back of the panel:

1. Identify the damaged mesh area and cut a neat patch of mesh to fit it. The patch should be slightly larger than the damaged area, and ideally rectangular.
2. Place the patch over the damaged area, ensuring the edges are covered by the patch.
3. Using the heat gun, heat the edges of both the patch and the damaged area. When the mesh starts to shrink on the edges of the patch and the damaged area, it is time to press the patch and the main body of mesh together.
4. Use a hard roller to press together the patch and the edges of the damaged area, ensuring that they will not separate once they have cooled.
 - If the patch is quite large, start the repair process at one end and work in small stages until the process has been completed for the entire patch..
 - If you are carrying out several repairs at one time, you will find that the hard roller will warm up, which will facilitate the process.
 - The roller can become hot, so take care not to touch the metal parts.

**IN ALL CASES PLEASE REFER TO YOUR COMPANY'S RAMS
(Risk Assessment Method Statement).**

7. Warning Signs

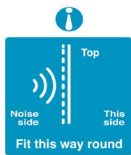
YOU MUST FOLLOW INSTALLATION INSTRUCTIONS AND HEED WARNING BELOW AT ALL TIMES. PLEASE SCAN THE BELOW QR CODE TO ACCESS THE USER MANUAL THAT INCLUDES THE INSTALLATION INSTRUCTIONS.



Warning - High temperature:
PLACEMENT OF ECHO BARRIER PANELS UNDER DIRECT SUNLIGHT MAY CAUSE EXTREMELY HIGH TEMPERATURES ON THE PANEL SURFACE. DO NOT TOUCH WITHOUT ADEQUATE PROTECTION.



Warning - No cutting:
SHARP CUTTING TOOLS MAY CAUSE IRREPARABLE DAMAGES TO ECHO BARRIER PANELS. DO NOT USE A BLADE OR KNIFE TO CUT FIXINGS.



Instruction - Fit this way:
THE FRONT OF ECHO BARRIER PANELS MUST FACE THE NOISE RECEIVER. THE BACK MUST FACE THE NOISE SOURCE.
(Please see section 2.4 on page 11 for details)



Information - Sub-zero resistance:
ECHO BARRIER PANELS ARE COLD RESISTANT SUBJECT TO BSEN 60068/2/1:2007.
(Please see section 2.8 on page 18 for details)



Information - Water resistance:
ECHO BARRIER PANELS ARE WATER RESISTANT SUBJECT TO BSEN 60529:1992 IPX9.
(Please see section 2.8 on page 18 for details)

8. USA Terms & Conditions

ECHO BARRIER USA, LLC STANDARD TERMS OF BUSINESS

8.1 General

The following Standard Terms and Conditions of Sale (“Term”) are applicable to all sales, or licenses made by **Echo Barrier USA, LLC** having its registered office its at 150 N. Michigan Ave., #2800, Chicago IL, 60601 (here in after referred to as “**Supplier**”) and the purchase of any Echo Barrier USA, LLC products is expressly conditioned upon Customer’s consent to these Terms.

All sales are subject to written confirmation by Supplier. Receipt by Customer of Supplier’s acknowledgment of an order without prompt written objection thereto shall constitute acceptance by Customer of these Terms.

Customer must respond to Supplier’s notice of acknowledgment within five (5) days of receipt of such acknowledgment or Customer will waive its right to cancel the order.

8.2 Definitions

respond to Supplier’s notice of within five (5) days of receipt of such or Customer will waive its right to “Contract” means the agreement, which incorporates these Terms and Conditions, and any other agreement, written and signed

by the Supplier, regarding the purchase of the Goods made between the Supplier and the Customer;

“Customer” means the company, organization, individual, or any other party purchasing the Goods from the Supplier;

“Goods” means the any product, accessory, machine, article, tool, and/or device, in whole or in part, which is supplied by Supplier to Customer in accordance with any signed Contract;

“Force Majeure” means any circumstances that are beyond the reasonable control of a Party, such as (but not limited to) unforeseeable and unavoidable conditions, natural disasters, fire, torrents and earthquakes.

“Supplier” means Echo Barrier USA, LLC, its employees, agents, and/or duly authorized representatives.

8.3 Product Price Quotations

The quotations or tenders are noncommittal in nature. No contract shall arise until a written acknowledgment from Supplier accepting the Customer’s order, is sent by Supplier to the Customer.

Because no contract is formed until Supplier acknowledges Customer's order, these Terms shall supersede any and all terms of Customer. Supplier will be entitled to adjust agreed prices on the basis of the average change in the cost price of the goods or services to be delivered and/or activities to be performed by the supplier. The adjustment of agreed prices and rates will apply as of the beginning of the first month after the Customer has been notified in writing of the adjustment.

The weights, dimensions, capacities, performance ratings and other data on Supplier's catalogs, prospectus, circulars, advertisements, price lists and instructions sheets are mentioned only as general information. They are only approximate and shall not bind Supplier.

8.4 Delivery

Unless otherwise specified by the parties in writing, the Goods are to be shipped to Customer's place of business. The method and agency of transportation and routing will be designated by the Supplier. In the event the Customer requests alternative shipment or routing, extra packing, shipping and transportation charges thereby resulting will be charged to the Customer's account.

8.5 Risk of Loss

The risk of loss in the Goods will pass immediately to the Customer when they leave

the physical possession or control of the Supplier. Supplier is not responsible for any damage in shipment. Supplier shall further be entitled, to the exclusion of any other remedy for the Customer's failure to take the products, to recover any expenses properly incurred in performing the Contract and not covered by payments received for the goods delivered.

8.6 Delays in Delivery

Where a specific shipping date is not designated in a writing signed by the Supplier, the Supplier shall not be responsible for any delays in filling those orders, nor shall he be liable for any loss or damages resulting from such delays. If a specific shipping date is specified in the order or later agreed to by the Supplier, then the Supplier shall not be liable for any delays in filling this order caused by delays resulting from any and all conditions beyond the control of Supplier, including but not limited to, (a) accidents to or malfunctions of Supplier's or Supplier's subcontractors' or suppliers' machinery; (b) differences with employees, strikes, or labor shortage; (c) fire, floods, hurricanes or other natural disaster; (d) supplier or subcontractor delays, including any quantity or quality defects; (e) delays caused by an instrumentality of the United States Government or any government; (f) delays in the transportation; (g) restriction imposed by any governmental regulation, whether valid or invalid; or other cause beyond the control of the Supplier, or any condition without the sole fault or negligence of the Supplier.

Under no circumstances shall Customer be entitled to any damages for Supplier's failure to ship on time, and Customer agrees to indemnify, defend and hold Supplier harmless against any costs and expenses related to any claims for lost profits or other consequential damages based on Supplier's failure to deliver timely.

8.7 Payment

Unless otherwise stated payment for the Goods shall be received by Supplier within thirty (30) days net from the date of the issuance of the invoice. In the event Supplier feels insecure concerning payment by Customer, Supplier reserves the right to require cash or letter of credit payment terms. In the event payment is not received when due, interest shall be due at the rate of two percent (2%) on the unpaid portion of the invoice sum for each period of thirty (30) days or part thereof from the due date. Customer shall pay all of Supplier's costs of collection of any amounts past due, including, but not limited to attorneys' fees, court costs, witness fees, travel and lodging, etc.

Supplier has the right to refuse to deliver Goods if Customer is past due on any of its debts to Supplier. Furthermore, Supplier shall have the right to retake all goods immediately unless other written arrangements have been made concerning payment only if Customer is past due. Customer agrees to make all goods available, shipping ready, for Supplier, within five (5) days of receiving notice from Supplier of its intention to retake the goods.

Supplier will be entitled to apply payments made by Customer first to pay those claims it deems appropriate, including interest, late charges, costs of collection, etc.

Customer will not be entitled to suspend its payment obligations to Supplier and/or to offset them with any obligations of Supplier to Customer. Customer will not be entitled to dissolve the Contract with Supplier if Customer is in default.

If Customer does not fulfill its payment obligations to Supplier completely or within the applicable payment period, Supplier will be entitled to suspend its obligations to Customer completely and/or not to perform them.

8.8 Limited Manufacturer's Warranty

All Echo Barrier USA, LLC products are subject to the Limited Manufacturer's Warranty attached hereto as Exhibit 1. Supplier is not authorized to make any warranties on behalf of Echo Barrier USA, LLC except as indicated in Exhibit 1. Customer agrees that any claim directed against Echo Barrier including, but not limited to, defects in the product, shall be directed against Supplier and not any parents or subsidiaries of Supplier.

8.9 Intellectual Property Rights

Except for products subject to a licensing agreement between Supplier and Customer, all intellectual property rights to, ownership of and interest in all goods, trademarks, trade names, logos, distinctive marks, designs, and other materials created and/or made available by the Supplier hereunder or within the framework of the relationship between Customer and Supplier are vested exclusively in the Supplier. The Customer shall not reproduce, transfer, grant, assign, license or use the goods, distinctive marks, and designs and other materials created and/or made available by the Supplier and/or otherwise act as maker of and/or party entitled to such rights, except in accordance with these Terms.

The Customer will not be permitted to remove or alter indications concerning intellectual property rights and concerning the confidential nature of information from goods, services, programs, works, distinctive marks, inventions, designs, models and other materials created and/or made available by the Supplier and goods delivered.

The Customer will not be entitled to alter - or have altered, - modify, have modified, adapted or otherwise reconfigured, distinctive marks or intellectual property made available by the Supplier.

The Customer will indemnify the Supplier

against claims of third parties based on the allegation that by using materials made available by the Customer, the Supplier has infringed the intellectual property rights of third parties.

Supplier makes no warranty concerning the appropriateness of the goods, services or programs to the purposes for which Customer or its customers are acquiring the same. Moreover, Supplier makes no warranty that the good, services, programs or other intellectual property of Supplier does not infringe the rights of third parties and Supplier, and shall be under no obligation to protect Customer from any claims made by third parties for any reason.

8.10 Cancellation Privileges

Supplier may cancel any Contract if Customer is in default of the payment of any obligations pursuant to or any Contract between the parties, or if in the sole judgment of Supplier, Customer's financial condition and responsibility has become materially impaired. In addition, Supplier shall have the right to recover damages for nonperformance, and any unpaid installments due on account of this or any other Contract between the parties shall become immediately due and payable. If the Customer - validly - cancels the Contract, the Customer will be obliged to compensate the Supplier for any costs incurred by the Supplier in connection with making the offer and entering into the Contract and the damage and/or loss arising from the cancellation.

The Supplier will be entitled to terminate the Contract unilaterally with immediate effect, fully or in part and/or to suspend performance of its obligations under the Contract with immediate effect if:

- a. the Customer has failed to fulfill one or more of its obligations under this or any other Contract or sales terms;
- b. Customer has suspended payments or has sought the protection of the Bankruptcy Courts;
- c. a petition for the involuntary bankruptcy of the Customer has been filed;
- d. the Customer's property on Supplier's premises has been attached in execution;
- e. a resolution for the dissolution and/or winding up of the Customer has been adopted;
- f. the enterprise operated by the Customer has been fully or partly transferred to a third party.

The Supplier will never be liable with respect to the Customer for any damages arising from termination of the Contract or from the suspension of obligations under the Contract for the aforementioned reasons.

If the Contract is terminated, performance of the Contract already received by the Customer and the payment obligations of the Customer in connection with it will remain. The amounts

invoiced by the Supplier for performance prior to or upon termination of the Contract will be immediately due and payable after termination. Customer agrees to pay any of Supplier's costs, damages, attorneys' fees and other expenses associated with Supplier's termination of any Contract with Customer pursuant to the terms of this section.

8.11 Confidentiality and Non-Disparagement

Customer agrees to use its best efforts to maintain in confidence the existence of these Terms & Conditions, the underlying allegations associated with these Terms & Conditions, the basis Customer asserts in requesting any refund, the contents and terms of these Terms & Conditions and the consideration for these Terms & Conditions (hereinafter collectively referred to as «Confidential Information»). Unless otherwise provided herein, Customer hereto agrees to take every reasonable precaution to prevent disclosure of any Confidential Information to third parties, and agrees that there will be no publicity, directly or indirectly, concerning any Confidential Information. Customer agrees to refrain from any disclosure of Confidential Information, disparagement, criticism, defamation, slander of the other, or tortious interference with the Contracts and relationships of Supplier. The Parties agree that in the event of a breach of this section it is and will be impracticable and extremely difficult to determine the actual damages suffered by Supplier and that Supplier will suffer an irreparable injury, such that no

remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Therefore, the parties have agreed that in order to compensate Supplier for its loss in the event of breach of this section or other sections of these Terms & Conditions, Customer shall pay to Supplier the purchase price of the product at issue, provided, however, this remedy shall not prevent Supplier from seeking additional damages that it may be entitled to.

8.12 No Representation

Each Party represents that it has carefully read and understands the scope and effect of the provisions of these Terms & Conditions. Neither Party has relied upon any representations or statements made by the other Party which are not specifically set forth in these Terms & Conditions.

8.13 No Admission Of Liability

Each Party acknowledges and agrees that neither these Terms & Conditions, nor any consideration provided pursuant to these Terms & Conditions, shall be taken or construed to be an admission or concession by either Supplier or Customer of any kind with respect to any fact, liability, or fault.

8.14 Costs

If at any time after the effective date of these

Terms & Conditions, Supplier institutes any action or proceeding against Customer relating to the enforcement of these Terms & Conditions, Customer shall reimburse Supplier for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein, including, without limitation, any such fees, costs or disbursements incurred on any appeal from such action or proceeding.

Subject to the provisions of local law, Supplier shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross action.

8.15 No Oral Modification

These Terms & Conditions may only be amended in a writing signed by all the parties.

8.16 Force Majeure

In case of a Force Majeure event, the Party's obligations that cannot be performed as a result of such Force Majeure event are suspended during the time that the Force Majeure event lasts. If a Force Majeure event is present, the Parties whose obligations are suspended shall notify the existence of such event in writing to the other Party. Customer agrees to indemnify, defend and hold Supplier harmless against any claims made by third parties based on whole or in part on Supplier's inability to perform because of Force Majeure.

8.17 Governing Law

This Agreement shall be construed in accordance with the internal laws of the State of Illinois without regard to principles of conflict of law, in every respect including, without limitation, validity, interpretation, and performance. The prevailing party in any proceeding to enforce the provisions of this Agreement shall be entitled to recover all costs, changes, and expenses, including reasonable fees of attorneys, agents, and others retained by the prevailing party, incurred in such proceeding. Any suit or proceeding arising from or relating in any way to the subject matter of this Agreement shall be brought only in the courts, state and federal, located in the State of Illinois, and the parties hereby consent to the exclusive federal jurisdiction and venue of such courts.

8.18 Arbitration

All disputes and differences of any kind arising under this Agreement, or arising between the Parties including the existence or continued existence of this Agreement and the arbitrability of a particular issue which cannot be settled amicable by the Parties shall be submitted to binding arbitration. The arbitration shall be conducted in Chicago, Illinois, USA, and shall be finally settled in accordance with the Rules of Arbitration of

the American Arbitration Association, by one or more arbitrators appointed in accordance with the above-mentioned rules. The decision of the arbitration tribunal shall be final and binding upon the Parties and may be enforced in any court of competent jurisdiction, and no Party shall seek redress against the other in any court or tribunal except solely for the purpose of obtaining execution of the arbitral award or of obtaining a judgment consistent with the award.

8.19 Entire Agreement

This Agreement and the Exhibits and Schedules attached hereto, constitute the entire agreement and understanding between the parties relating to the subject matter hereof and thereof and supersedes all prior representations, communications and arrangements, whether oral, written or inferred, between the parties relating to the subject matter hereof. This Agreement may not be modified or amended, except upon a written instrument executed by a duly authorized representative of each of the parties hereto. For portions of this Agreement that have not been completed, the parties agree to act in good faith in the completion of this Agreement.

8.20 Severability

Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The Parties further agree to renegotiate any so severed provision to bring the same within applicable legal requirements to the greatest extent possible.

8.21 Manufacturer's Limited Warranty

Echo Barrier USA, LLC ("SUPPLIER") warrants that the purchased Echo Barrier USA, LLC Goods sold to the first end user ("CUSTOMER") will be free of manufacturing defects in workmanship and materials under normal use subject to limitations described below and will be fitted and maintained strictly in accordance with the manufacturer's instructions for a period as provided in Section IV of this Limited Warranty.

This Limited Warranty applies only to the first end user of the Goods and becomes void on the transfer or sale of the Product or the use of the Product by any party other than CUSTOMER.

INSTALLATION AND MAINTENANCE REQUIREMENTS

- a. This Limited Warranty applies only if:
 1. The Goods are installed by the SUPPLIER or installation by third party that is authorized by the SUPPLIER in writing and is done according to the SUPPLIER's instructions furnished to CUSTOMER at the time of purchase; and
 2. The Goods are not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of SUPPLIER, or damage done to the product by anyone other than SUPPLIER.

METHOD FOR OBTAINING WARRANTY SERVICE

- a. To obtain a replacement product under this Limited Warranty, CUSTOMER must provide SUPPLIER with a written notice of any alleged defect within the warranty period stated in Section V and within ten (10) days of its discovery. At SUPPLIER'S option, CUSTOMER must grant SUPPLIER access to site where the defective Goods are installed or ship the defective Goods to SUPPLIER, at the address shown below, with mailing or shipping charges prepaid ("Warranty Claim Procedures").

b. All correspondence is to be sent to:

Shipping Address:

Echo Barrier USA, LLC,
 150 N Michigan Ave, (Suite 2800)
 Chicago IL 60601

WARRANTY SERVICES PROVIDED

- a. If the SUPPLIER deems the Goods to be defective, and the Goods are returned within the applicable warranty period described below, SUPPLIER’S obligations under this Limited Warranty shall be limited to either repairing or replacing the Goods, at SUPPLIER’S sole discretion, if such defect was caused solely by defective workmanship and materials. Such repair or replacement shall be SUPPLIER’S sole obligation and CUSTOMER’S exclusive remedy hereunder and shall be conditioned upon CUSTOMER fulfilling its obligations under SUPPLIER’S Warranty Claim Procedures.
- b. Pursuant to Subsection (A), SUPPLIER’S warranty services will specifically include providing CUSTOMER with alternative parts of comparable quality to cover the remainder of the warranty period and/or carry out necessary repairs of the Goods. CUSTOMER shall be responsible for

round-trip freight, insurance and any other shipping charges related to SUPPLIER’S obligations under this warranty.

WARRANTY PERIOD

- a. This Limited Warranty of the Product, and any implied warranties provided to CUSTOMER by state law not otherwise excluded or disclaimed in this Limited Warranty, shall apply for a period of one (1) year from the date of purchase.

EXCLUSIONS FROM WARRANTY

- a. The following is not included under this Limited Warranty:
 - 1. Unauthorized disassembly or repair
 - 2. Damage due to improper handling;
 - 3. Normal wear and tear;
 - 4. Damage as a result of repair or part replacement not authorized by SUPPLIER;
 - 5. Misuse or abuse by the end-user;
 - 6. Physical damage to the Product as a result of unreasonable use and/or negligence and;
 - 7. Installation, operation or maintenance which is not in accordance with SUPPLIER’s written recommendations as contained in SUPPLIER’S engineering manuals.
 - 8. Tipping over of the Product by wind or other outside forces.

9. EU Terms & Conditions

ECHO BARRIER EU, LLC STANDARD TERMS OF BUSINESS

9.1 Interpretation

1.1 Definitions

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.4.

Contract: the agreement, which incorporates these Conditions, and any other agreement, written and signed by the Supplier, regarding the purchase of the goods made between the Supplier and Customer.

Customer: the person or firm who purchases the Goods from the Supplier.

Force Majeure Event: an event or circumstance beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order.

Master Distribution Agreement: means a master distribution agreement entered into

between; (i) the Customer; and (ii) the Supplier or any subsidiary or holding company of the Supplier, or a subsidiary of such holding company from time to time, for the supply of goods similar to the Goods.

Order: the Customer's order for the Goods, as set out in the Customer's order sheet.

Specification: any specification for the Goods as amended from time to time by the Supplier.

Supplier: Echo Barrier s.r.o. Narodna trieda 39, Kosice 04001, Slovakia.

Warranty: means the warranty given by the Supplier in respect of the Goods as set out in the warranty document provided with the Goods on delivery (if any).

1.2 Interpretation

- a. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

- b. any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- c. a reference to **writing** or **written** includes emails.
- d. to the extent that any term or condition in these Conditions contradicts any term or condition in any Master Distribution Agreement (if applicable) the terms of such Master Distribution Agreement shall prevail.

9.2 Basis of Contract

- 2.1** Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2** The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.3** The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4** The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained

in any documents of the Customer that is inconsistent with the Contract.

- 2.5** A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

9.3 Goods

- 3.1** The Goods are more particularly described in the Supplier's list of products and services.
- 3.2** The Supplier reserves the right to amend the Specification of the Goods if required by any applicable statutory or regulatory requirements.
- 3.3** The weights, dimensions, capacities, performance ratings and other data on Supplier's catalogues, prospectus, circulars, advertisements, price lists and instructions sheets are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 3.4** The Customer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by the Supplier, the Customer shall make those licences and consents available to the Supplier prior to the relevant shipment.

9.4 Delivery

- 4.1** The Supplier will deliver the Goods to Customer's normal place of business or such other location as the parties may agree in writing (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.2** Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 4.3** Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4** If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 4.5** The Supplier may deliver the Goods by instalments. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

9.5 Supplier's Limited Warranty

- 5.1** The Supplier warrants in accordance with the terms of the Warranty, that on delivery and for the period specified in the Warranty (the «**warranty period**») the Goods shall be free from material defects.

- 5.2** Subject to clause 5.3, if:

- a. the Customer gives notice in writing to the Supplier during the warranty period;
- (i) in the case of a defect that is apparent on normal visual inspection, within 5 Business Days of delivery; or
- (ii) in the case of a latent defect, within 5 Business Days of discovery by the Customer of the latent defect;

that some or all of the Goods do not comply with the warranty set out in clause 5.1;

- b. the Customer provides the Supplier with sufficient information as to the nature and extent of the defects and the uses to which the Goods had been put prior to the defect arising;

- c. the Supplier is given a reasonable opportunity of examining such Goods; and
- d. the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost, the Supplier shall, if it accepts the Goods or part thereof do not comply with the Warranty, at its option, repair or replace the defective Goods or part thereof, or refund the price of the defective Goods or part thereof.
- e. the defect arises as a result of normal wear and tear, wilful damage, tipping over of the Goods by wind or other outside forces, negligence, improper handling, abnormal storage or working conditions; or
- f. the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

- a. the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
- b. the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, operation, use and maintenance of the Goods or (if there are none) best industry practice regarding the same;
- c. the Goods are installed by anybody other than the Supplier or a third party authorised by the Supplier to perform such installation;
- d. the Customer alters or repairs such Goods without the written consent of the Supplier;

5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

9.6 Title and Risk

6.1 The risk in the Goods shall pass to the Customer once they have been delivered to the carrier appointed to deliver the Goods to the Delivery Location.

6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- a. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- b. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- c. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- d. notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.1; and
- e. give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 Subject to clause 6.5, the Customer may resell (but may not deal in any other way with) the Goods to a third party and pass good title to that third party on the following terms:

- a. the sale is in the ordinary course of the Customer's business; and
- b. until such time as full payment for the

Goods has been made by the Customer, the Customer holds the proceeds of any resale on trust for the Supplier in a separate account in the joint names of the Supplier and the Customer and does not mix them with any other money or pay the proceeds into an overdrawn bank account.

The Customer shall account to the Supplier for the proceeds accordingly and shall make good any shortfall in the amount due to the Supplier.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy the Supplier may have:

- a. the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- b. the Supplier may at any time:
 - (i) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

9.7 Price and Payment

7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.

7.2 The Supplier may, by giving notice to the Customer at any time up to 5 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- a. any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- b. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or
- c. any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

7.3 The price of the Goods is exclusive of:

- a. value added tax, any similar sales tax or any tax that replaces such sales taxes. Any such tax payable in relation to any such amounts shall be paid in addition to those amounts. If the Customer is required under any applicable law to withhold or deduct

any amount from the payments due to the Supplier, the Customer shall increase the sum it pays to the Supplier by the amount necessary to leave the Supplier with an amount equal to the sum it would have received if no such withholdings or deductions had been made; and

- b. the costs and charges of packaging, insurance and transportation. In addition to the price of the Goods the Supplier shall be entitled to charge the Customer for any packaging, shipping, insurance and transportation costs.

7.4 The Customer shall pay the 50% of total amount invoiced to it by the Supplier on order of the Goods ("**Initial Payment**") with the remaining 50% payable either when; (i) the Goods are despatched from the Supplier's premises for delivery to the Customer; or (ii) upon collection of the Goods by the Customer. The Supplier shall not be required to ship any Goods until the Initial Payment is received in cleared funds.

7.5 Payment shall be made to the bank account nominated in writing by the Supplier or in such other manner as specified by the Supplier. Time of payment is of the essence.

7.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 5% per annum above Lloyds Bank's base rate from time to time.

Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

- 7.7** The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9.8 Termination

- 8.1** Without limiting its other rights or remedies, the Supplier may terminate this Contract or any other contract which it has with the Customer, with immediate effect by giving written notice to the Customer if:

- a. the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- b. the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring),

being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- c. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- d. the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

- 8.2** Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 8.1(a) to clause 8.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

- 8.3** Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due

under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.

8.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

8.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

8.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

9.9 Limitation of Liability

9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- b. fraud or fraudulent misrepresentation; or
- c. any other losses which cannot be excluded or limited by applicable law.

9.2 Subject to clause 9.1:

- a. the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - b. the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by the Customer under the relevant Order.
- 9.3** The Supplier shall not be liable for any losses arising from the Customer's subsequent use or misuse of the Goods including (without limitation):
- a. fair wear and tear;
 - b. wilful damage;
 - c. the Customer's negligence, or that of its agents or employees, or any failure to follow the Supplier's instructions as to use of the Goods;
 - d. abnormal working conditions beyond those referred to in the Specification; and
 - e. any alteration or repair of the Goods by any manufacturing process or otherwise, save for any latent defect which means that the Good did not comply with the Specification.

9.4 The Supplier is not liable for:

- a. non-delivery, unless the Customer notifies the Supplier of the claim within 7 working days of the date of the Supplier's invoice; or
- b. damage to or loss of all or part of the Goods in transit (where the goods are carried by the Supplier's own transport or by a carrier on behalf of the Supplier), unless the Customer notifies the Supplier within 15 working days of receipt of the Products or the scheduled date of delivery, whichever is the earlier.

9.10 Force Majeure

10.1 Force majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 60 days, the party not affected may terminate this Contract by giving 30 days written notice to the affected party.

9.11 Intellectual Property

11.1 The Customer acknowledges that:

- a. all copyright, database rights, topography rights, design rights, trade marks, trade names, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world in or associated with the Goods

(“**Intellectual Property Right**”) are the Supplier's (or its licensor's) property;

- b. nothing in this agreement shall be construed as conferring any licence or granting any rights in favour of the Customer in relation to the Intellectual Property Rights. The Supplier asserts its full rights to control the use of its trade marks within the EEA and the Customer shall assist the Supplier as required in preventing parallel importers from diluting the Supplier's rights; and
- c. any reputation in any trade marks affixed or applied to the Goods shall accrue to the sole benefit of the Supplier or any other owner of the trade marks from time to time.

11.2 The Customer shall not repackage the Goods and/or remove any copyright notices, confidential or proprietary legends or identification from the Goods.

11.3 The Customer shall not use (other than pursuant to this agreement) or seek to register any trade mark or trade name (including any company name) which is identical to, confusingly similar to or incorporates any trade mark or trade name which the Supplier owns or claims rights in anywhere in the world.

11.4 If at any time it is alleged that the Goods infringe the rights of any third party or if, in the Supplier's reasonable opinion, such an allegation is likely to be made, the Supplier may at its option and its own cost:

- a. modify or replace the Goods without reducing the overall performance of the Products in order to avoid the infringement; or
- b. procure for the Customer the right to continue using the Goods; or
- c. repurchase the Goods at the price paid by the Customer, less depreciation at the rate the Supplier applies to its own equipment.

11.5 The Customer shall promptly and fully notify the Supplier of:

- a. any actual, threatened or suspected infringement of any Intellectual Property Rights which comes to the Customer's notice; and
- b. any claim by any third party that comes to the Customer's notice that the sale or advertisement of the Goods infringes the rights of any person.

11.6 The Customer agrees (at the Supplier's request and expense) to do all such things as may be reasonably required to assist the Supplier in taking or resisting any proceedings in relation to any infringement or claim referred to in clause 11.5.

11.7 In the event of any claim, proceeding or suit by a third party against the Customer alleging an infringement of any Intellectual Property Right connected with the Goods, the Supplier shall defend the Customer at the Supplier's expense, subject to:

- a. the Customer promptly notifying the

Supplier in writing of any such claim, proceeding or suit; and

- b. the Supplier being given sole control of the defence of the claim, proceeding or suit,

and provided that the Supplier shall not be liable for infringements to the extent that they arise out of or in connection with modifications to the Goods made by anyone except the Supplier or its authorised representative, or out of use or combination of the Goods with products or third party materials not specified or expressly approved in advance in writing by the Supplier, or where the claim, proceeding or suit arises from the Supplier's adherence to the Customer's requested changes to the Specification or from infringing items of the Customer's origin, design or selection.

11.8 The Customer indemnifies the Supplier against claims of third parties based on the allegation that by using materials made available by the Customer, the Supplier has infringed the intellectual property rights of third parties.

11.9 Supplier makes no warranty concerning the appropriateness of the Goods for use outside their permitted purpose.

9.12 General

12.1 Assignment and other dealings.

- a. The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

- b. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

12.2 Confidentiality.

- a. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 12.2(b). For the purposes of this clause, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
- b. Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12.2; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental

or regulatory authority.

- c. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

12.3 Entire agreement.

- a. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- b. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

- a. waive that or any other right or remedy; or
- b. prevent or restrict the further exercise of that or any other right or remedy.

12.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.7 Notices.

- a. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
- b. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial

courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

- c. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.8 Third party rights. No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

12.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

12.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

LIMITATIONS ON WARRANTY

- a. This Limited Warranty is provided by SUPPLIER, and it contains the only express warranty provided to CUSTOMER by SUPPLIER. SUPPLIER does not authorize any other person, including distributors, to give any other warranties on SUPPLIER'S behalf.

SUPPLIER DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, QUALITY AND ABSENCE OF HIDDEN DEFECTS, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SUPPLIER FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, SPECIAL, INDIRECT, SECONDARY OR CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER, INCLUDING DAMAGES ARISING FROM OWNERSHIP OR USE OF PRODUCT.

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein.

If CUSTOMER has a claim under this Limited Warranty or under any implied warranties

provided to CUSTOMER by state law, CUSTOMER may not file a court action based on that claim any later than one (1) year after CUSTOMER'S right to file a court action accrues. In those states which do not allow this limitation on the time period for filing a court action, this provision is inapplicable.

SUPPLIERS LIABILITY

- a. SUPPLIER'S liability with respect to the Product sold by CUSTOMER shall be limited to the warranty provided herein.

SUPPLIER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SUPPLIER, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.

- b. Without limiting the foregoing, SUPPLIER specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, services, down time, shut down or slow down costs, or for any other types of economic loss, and for claims of CUSTOMER'S customers or any third party for any such damages.

SUPPLIER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

10. UK Terms & Conditions

ECHO BARRIER UK, LLC STANDARD TERMS OF BUSINESS

10.1 Interpretation

1.1 Definitions

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.4.

Contract: the agreement, which incorporates these Conditions, and any other agreement, written and signed by the Supplier, regarding the purchase of the goods made between the Supplier and Customer.

Customer: the person or firm who purchases the Goods from the Supplier.

Force Majeure Event: an event or circumstance beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order.

Master Distribution Agreement: means a master distribution agreement entered into between; (i) the Customer; and (ii) the Supplier or any subsidiary or holding company of the Supplier,

or a subsidiary of such holding company from time to time, for the supply of goods similar to the Goods.

Order: the Customer's order for the Goods, as set out in the Customer's order sheet.

Specification: any specification for the Goods as amended from time to time by the Supplier.

Supplier: Echo Barrier Limited, with registered office at 64 Upper Mulgrave Road, Cheam, Sutton, Surrey, England, SM2 7AJ.

Warranty: means the warranty given by the manufacturer (Echo Barrier s.r.o. Narodna trieda 39, Kosice 04001, Slovakia) in respect of the Goods as set out in the warranty document provided with the Goods on delivery (if any).

1.2 Interpretation

- a. a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.as amended or re-enacted.

- b. any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- c. a reference to **writing** or **written** includes emails.
- d. to the extent that any term or condition in these Conditions contradicts any term or condition in any Master Distribution Agreement (if applicable) the terms of such Master Distribution Agreement shall prevail.

otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with the Contract.

- 2.5** A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

10.3 Goods

- 3.1** The Goods are more particularly described in the Supplier's list of products and services.
- 3.2** The Supplier reserves the right to amend the Specification of the Goods if required by any applicable statutory or regulatory requirements.
- 3.3** The weights, dimensions, capacities, performance ratings and other data on Supplier's catalogues, prospectus, circulars, advertisements, price lists and instructions sheets are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 3.4** The Customer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by the Supplier, the Customer shall make those licences and consents available to the Supplier prior to the

10.2 Basis of Contract

- 2.1** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2** The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.3** The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4** The Customer waives any right it might

relevant shipment shall make those licences and consents available to the Supplier prior to the relevant shipment.

10.4 Delivery

- 4.1 The Supplier will deliver the Goods to Customer's normal place of business or such other location as the parties may agree in writing (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.2 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 4.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's

failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

- 4.5 The Supplier may deliver the Goods by instalments. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

10.5 Warranty

- 5.1 The Goods are covered by the manufacturer's Warranty supplied with the Goods on delivery.
- 5.2 The Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the Warranty.
- 5.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

10.6 Title and Risk

- 6.1 The risk in the Goods shall pass to the Customer once they have been delivered to the carrier appointed to deliver the Goods to the Delivery Location.
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- a. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- b. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- c. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- d. notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.1; and
- e. give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 Subject to clause 6.5, the Customer may resell (but may not deal in any other way with) the Goods to a third party and pass good title to that third party on the following terms:

- a. the sale is in the ordinary course of the Customer's business; and
- b. until such time as full payment for the Goods has been made by the Customer, the Customer holds the proceeds of any resale on trust for the Supplier in a separate

account in the joint names of the Supplier and the Customer and does not mix them with any other money or pay the proceeds into an overdrawn bank account.

The Customer shall account to the Supplier for the proceeds accordingly and shall make good any shortfall in the amount due to the Supplier.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy the Supplier may have:

- a. the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- b. the Supplier may at any time:
 - (i) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

10.7 Price and Payment

7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.

7.2 The Supplier may, by giving notice to the Customer at any time up to 5 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- a. any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- b. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or
- c. any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

7.3 The price of the Goods is exclusive of:

- a. value added tax, any similar sales tax or any tax that replaces such sales taxes. Any such tax payable in relation to any such amounts shall be paid in addition to those amounts. If the Customer is required under any applicable law to withhold or deduct

any amount from the payments due to the Supplier, the Customer shall increase the sum it pays to the Supplier by the amount necessary to leave the Supplier with an amount equal to the sum it would have received if no such withholdings or deductions had been made; and

- b. the costs and charges of packaging, insurance and transportation. In addition to the price of the Goods the Supplier shall be entitled to charge the Customer for any packaging, shipping, insurance and transportation costs.

7.4 The Customer shall pay the 50% of total amount invoiced to it by the Supplier on order of the Goods ("Initial Payment") with the remaining 50% payable either when; (i) the Goods are despatched from the Supplier's premises for delivery to the Customer; or (ii) upon collection of the Goods by the Customer. The Supplier shall not be required to ship any Goods until the Initial Payment is received in cleared funds.

7.5 Payment shall be made to the bank account nominated in writing by the Supplier or in such other manner as specified by the Supplier. Time of payment is of the essence.

7.6 the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 5% per annum above Lloyds Bank's base rate from time to time.

Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

- 7.7** The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- c. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- d. the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.8 Termination

- 8.1** Without limiting its other rights or remedies, the Supplier may terminate this Contract or any other contract which it has with the Customer, with immediate effect by giving written notice to the Customer if:

- a. the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- b. the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring),

- 8.2** Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 8.1(a) to clause 8.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

- 8.3** Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due

under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.

8.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

8.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

8.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

10.9 Limitation of Liability

9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- b. fraud or fraudulent misrepresentation; or
- c. any other losses which cannot be excluded or limited by applicable law.

9.2 Subject to clause 9.1:

- a. the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - b. the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by the Customer under the relevant Order.
- 9.3** The Supplier shall not be liable for any losses arising from the Customer's subsequent use or misuse of the Goods including (without limitation):
- a. fair wear and tear;
 - b. wilful damage;
 - c. the Customer's negligence, or that of its agents or employees, or any failure to follow the Supplier's instructions as to use of the Goods;
 - d. abnormal working conditions beyond those referred to in the Specification; and
 - e. any alteration or repair of the Goods by any manufacturing process or otherwise, save for any latent defect which means that the Good did not comply with the Specification.

9.4 The Supplier is not liable for:

- a. non-delivery, unless the Customer notifies the Supplier of the claim within 7 working days of the date of the Supplier's invoice; or
- b. damage to or loss of all or part of the Goods in transit (where the goods are carried by the Supplier's own transport or by a carrier on behalf of the Supplier), unless the Customer notifies the Supplier within 15 working days of receipt of the Products or the scheduled date of delivery, whichever is the earlier.

10.10 Force Majeure

10.1 Force majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 60 days, the party not affected may terminate this Contract by giving 30 days written notice to the affected party.

10.11 Intellectual Property

11.1 The Customer acknowledges that:

- a. all copyright, database rights, topography rights, design rights, trade marks, trade names, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world in or associated with the Goods

(«**Intellectual Property Rights**») are the Supplier's (or its licensor's) property;

- b. nothing in this agreement shall be construed as conferring any licence or granting any rights in favour of the Customer in relation to the Intellectual Property Rights. The Supplier asserts its full rights to control the use of its trade marks within the EEA and the Customer shall assist the Supplier as required in preventing parallel importers from diluting the Supplier's rights; and
- c. any reputation in any trade marks affixed or applied to the Goods shall accrue to the sole benefit of the Supplier or any other owner of the trade marks from time to time.

11.2 The Customer shall not repackage the Goods and/or remove any copyright notices, confidential or proprietary legends or identification from the Goods.

11.3 The Customer shall not use (other than pursuant to this agreement) or seek to register any trade mark or trade name (including any company name) which is identical to, confusingly similar to or incorporates any trade mark or trade name which the Supplier owns or claims rights in anywhere in the world.

11.4 If at any time it is alleged that the Goods infringe the rights of any third party or if, in the Supplier's reasonable opinion, such an allegation is likely to be made, the Supplier may at its option and its own cost:

- a. modify or replace the Goods without reducing the overall performance of the Products in order to avoid the infringement; or
- b. procure for the Customer the right to continue using the Goods; or
- c. repurchase the Goods at the price paid by the Customer, less depreciation at the rate the Supplier applies to its own equipment.

11.5 The Customer shall promptly and fully notify the Supplier of:

- a. any actual, threatened or suspected infringement of any Intellectual Property Rights which comes to the Customer's notice; and
- b. any claim by any third party that comes to the Customer's notice that the sale or advertisement of the Goods infringes the rights of any person.

11.6 The Customer agrees (at the Supplier's request and expense) to do all such things as may be reasonably required to assist the Supplier in taking or resisting any proceedings in relation to any infringement or claim referred to in clause 11.5.

11.7 In the event of any claim, proceeding or suit by a third party against the Customer alleging an infringement of any Intellectual Property Right connected with the Goods, the Supplier shall defend the Customer at the Supplier's expense, subject to:

- a. the Customer promptly notifying the

Supplier in writing of any such claim, proceeding or suit; and

- b. the Supplier being given sole control of the defence of the claim, proceeding or suit,

and provided that the Supplier shall not be liable for infringements to the extent that they arise out of or in connection with modifications to the Goods made by anyone except the Supplier or its authorised representative, or out of use or combination of the Goods with products or third party materials not specified or expressly approved in advance in writing by the Supplier, or where the claim, proceeding or suit arises from the Supplier's adherence to the Customer's requested changes to the Specification or from infringing items of the Customer's origin, design or selection.

11.8 The Customer indemnifies the Supplier against claims of third parties based on the allegation that by using materials made available by the Customer, the Supplier has infringed the intellectual property rights of third parties.

11.9 Supplier makes no warranty concerning the appropriateness of the Goods for use outside their permitted purpose.

10.12 General

12.1 Assignment and other dealings.

- a. The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

- b. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.
- c. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

12.2 Confidentiality.

- a. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 12.2(b). For the purposes of this clause, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
- b. Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12.2; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Entire agreement.

- a. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- b. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

12.4 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.5 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- a. waive that or any other right or remedy; or
- b. prevent or restrict the further exercise of that or any other right or remedy.

12.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.7 Notices.

- a. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
- b. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial

courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

- c. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.8 Third party rights. No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

12.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

12.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

11. USA Warranty

ECHO BARRIER USA, LLC LIMITED WARRANTY

Echo Barrier USA, LLC. (“ECHO BARRIER”) warrants that the purchased Echo Barrier product (the “Product”) sold to an end user or rental fleet (“BUYER”) will be free of manufacturing defects in workmanship and materials under normal use subject to the Warranty Period and other limitations described below. ECHO BARRIER’s obligations under this Limited Warranty apply only to the first end user of the Product and ECHO BARRIER’s obligations become void on the transfer or sale of the Product or the use of the Product by any party other than BUYER (or BUYER’s renters where BUYER is a rental fleet).

the label of each product unit and can also be downloaded at the following link: www.echobarrier.com/manual

2. The Product is not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of ECHO BARRIER, or damage done to the product by anyone other than ECHO BARRIER.

11.3 Method for obtaining Warranty Service

11.1 Buyer Acknowledgement

- a. BUYER admits to having fully read and understood the user’s manual and any other written material supplied by ECHO BARRIER.

11.2 Installation and Maintenance requirements

- a. This Limited Warranty applies only if:
 1. The product is installed and maintained according to ECHO BARRIER’s instructions furnished to BUYER at the time of purchase by QR code which can be located on

- a. To obtain warranty service under this Limited Warranty, BUYER must provide ECHO BARRIER with a written notice of any alleged defect within the warranty period stated in Section IV and within thirty (30) days of its discovery. At ECHO BARRIER’s option, BUYER must grant ECHO BARRIER access to the site where the defective product(s) is installed or ship the defective product(s) to the designated facility FOB as directed by ECHO BARRIER, with mailing or shipping charges prepaid (“Warranty Claim Procedures”).

11.4 Warranty Services Provided

- a. If the Product shall be proved to ECHO BARRIER's satisfaction to be defective, within the applicable warranty period described below, ECHO BARRIER's obligations under this Limited Warranty shall be limited to either repairing or replacing the Product, at ECHO BARRIER's sole discretion and judgment, if such defect was caused solely by defective workmanship and materials. Such repair or replacement shall be ECHO BARRIER's sole obligation and BUYER's exclusive remedy hereunder and shall be conditioned upon BUYER's fulfilling its obligations under ECHO BARRIER's Limited Warranty.
- b. Pursuant to Subsection (a), ECHO BARRIER's warranty services will specifically include providing BUYER with alternative parts of comparable quality to cover the remainder of the warranty period and/or carry out necessary repairs of the Product. BUYER shall initially be responsible for round-trip freight, insurance and any other shipping charges under this Limited Warranty, and, in the event ECHO BARRIER is liable under this Limited Warranty, ECHO BARRIER shall reimburse BUYER for such charges.

11.5 Warranty Period

- a. This Limited Warranty of the Product, and any implied warranties provided to BUYER by law not otherwise excluded or disclaimed in this Limited Warranty, shall apply for a period of twelve (12) months from the date of sale to BUYER.

11.6 Exclusions from Warranty

- a. This Limited Warranty does not cover damage resulting from the following:
 1. On-site application or installation, including but not limited to damages as a result of any fault attributable to personnel installing the Echo Barriers;
 2. Unauthorized disassembly or repair;
 3. Damages due to improper handling;
 4. Any specification provided by BUYER;
 5. Normal wear and tear;
 6. Damages as a result of alteration, repair or part replacement not authorized by ECHO BARRIER;
 7. Misuse, willful damage, abnormal storage or working conditions, or abuse;
 8. Unreasonable use and/or negligence;

9. Installation, operation or maintenance which is not in accordance with ECHO BARRIER's written recommendations and restrictions as contained in the Installation Guide or any labeling on the Echo Barrier product(s); and
10. Damages due to severe weather conditions -- i.e. heavy wind, thunderstorms, snowstorms, rainstorms, hurricanes, tornadoes, and hailstorms.

11.7 Limitations on Warranty

- a. This Limited Warranty is provided by ECHO BARRIER, and it contains the only express warranty provided to BUYER by ECHO BARRIER. ECHO BARRIER does not authorize any other person, including distributors, to give any other warranties on behalf of ECHO BARRIER.

ECHO BARRIER DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, QUALITY, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ECHO BARRIER FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES,

INCONVENIENCES, SPECIAL, INDIRECT, SECONDARY OR CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER, INCLUDING DAMAGES ARISING FROM OWNERSHIP OR USE OF PRODUCT.

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein.

IF BUYER HAS A CLAIM UNDER THIS LIMITED WARRANTY OR UNDER ANY IMPLIED WARRANTIES PROVIDED TO BUYER BY STATE LAW, BUYER MAY NOT FILE A COURT ACTION BASED ON THAT CLAIM ANY LATER THAN ONE (1) YEAR AFTER BUYER'S RIGHT TO FILE A COURT ACTION ACCRUES. IN THOSE STATES WHICH DO NOT ALLOW THIS LIMITATION ON THE TIME PERIOD FOR FILING A COURT ACTION, THIS PROVISION IS INAPPLICABLE.

11.8 Echo Barrier's Liability

- a. ECHO BARRIER'S LIABILITY WITH RESPECT TO THE PRODUCT SOLD TO BUYER AND ANY SERVICES PROVIDED BY ECHO BARRIER SHALL BE LIMITED TO THE WARRANTY PROVIDED HEREIN. ECHO BARRIER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY ECHO BARRIER, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.
- b. WITHOUT LIMITING THE FOREGOING, ECHO BARRIER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PROPERTY OR PERSONAL INJURY DAMAGES, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, SERVICES, DOWN TIME, SHUT DOWN OR SLOW DOWN COSTS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, AND FOR CLAIMS OF BUYER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES. ECHO BARRIER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

11.9 Miscellaneous

- a. Any description of the Product, whether in writing or made orally by ECHO BARRIER or ECHO BARRIER's agents, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with BUYER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by ECHO BARRIER or ECHO BARRIER's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by ECHO BARRIER to be such.

- b. All correspondence is to be sent to:

Echo Barrier USA, LLC
 150 N. Michigan Ave., #2800
 Chicago, IL 60601

- c. In case of a Force Majeure event, the party's obligations that cannot be performed as a result of such Force Majeure event are suspended during the time that the Force Majeure event lasts. Force Majeure as meant in this Limited Warranty means any circumstances that are beyond the reasonable control of a party, such as (but not limited to) unforeseeable and unavoidable conditions, natural disasters, fire, torrents and earthquakes. If a Force Majeure event is present, the parties whose obligations are suspended shall notify the existence of such event in writing to the other party. Buyer agrees to indemnify, defend and hold ECHO BARRIER harmless against any claims made by third parties based on whole or in part on ECHO BARRIER's inability to perform because of Force Majeure.
- d. This Limited Warranty shall be construed in accordance with the internal laws of the State of Illinois without regard to principles of conflict of law, in every respect including, without limitation, validity, interpretation, and performance. Any suit or proceeding arising from or relating in any way to the subject matter of this Limited Warranty shall be brought only in the courts, state and federal, located in the State of Illinois, and the parties hereby consent to the exclusive federal jurisdiction and venue of such courts.
- e. At the election of solely ECHO BARRIER, all disputes and differences of any kind arising under this Limited Warranty, or arising between the parties including the existence or continued existence of this Limited Warranty and the arbitrability of a particular issue which cannot be settled amicably by the parties may be submitted to binding arbitration. The arbitration shall be conducted in Chicago, Illinois, USA, and shall be finally settled in accordance with the Rules of Arbitration of the American Arbitration Association, by one or more arbitrators appointed in accordance with the above-mentioned rules. The decision of the arbitration tribunal shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction, and no party shall seek redress against the other in any court or tribunal except solely for the purpose of obtaining execution of the arbitral award or of obtaining a judgment consistent with the award.
- f. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties further agree to renegotiate any so severed provision to bring the same within applicable legal requirements to the greatest extent possible.

12. USA Warranty MQ

ECHO BARRIER USA, LLC LIMITED WARRANTY

Echo Barrier USA, LLC. (“ECHO BARRIER”) warrants that the purchased Echo Barrier product (the “Product”) sold to an end user, rental fleet or subsequent resale to another end-user (“BUYER”) will be free of manufacturing defects in workmanship and materials under normal use subject to the Warranty Period and other limitations described below and will be installed and maintained strictly in accordance with the ECHO BARRIER’s instructions for the period as provided in Section IV of this Limited Warranty.

label of each product unit and can also be downloaded at the following link: www.echobarrier.com/manual

2. The Product is not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of ECHO BARRIER, or damage done to the product by anyone other than ECHO BARRIER.

12.1 Buyer Acknowledgement

- a. BUYER admits to having fully read and understood the user’s manual and any other written material supplied by the ECHO BARRIER.

12.2 Installation and Maintenance requirements

- a. This Limited Warranty applies only if:
 1. The product is installed according to ECHO BARRIER’s instructions furnished to BUYER at the time of purchase by QR code which can be located on the warning

12.3 Method for obtaining Warranty Service

- a. To obtain warranty service under this Limited Warranty, BUYER must provide ECHO BARRIER with a written notice of any alleged defect within the warranty period stated in Section IV and within thirty (30) days of its discovery. At ECHO BARRIER’s option, BUYER must grant ECHO BARRIER access to site where the defective product(s) is installed or ship the defective product(s) to the designated facility FOB as directed by ECHO BARRIER, with mailing or shipping charges prepaid (“Warranty Claim Procedures”).

12.4 Warranty Services Provided

- a. If the Product shall be proved to ECHO BARRIER's satisfaction to be defective, within the applicable warranty period described below, ECHO BARRIER's obligations under this Limited Warranty shall be limited to either repairing or replacing the Product, at ECHO BARRIER's sole discretion and judgment, if such defect was caused solely by defective workmanship and materials. Such repair or replacement shall be ECHO BARRIER's sole obligation and BUYER's exclusive remedy hereunder and shall be conditioned upon BUYER's fulfilling its obligations under ECHO BARRIER's Limited Warranty.
- b. Pursuant to Subsection (a), ECHO BARRIER's warranty services will specifically include providing BUYER with alternative parts of comparable quality to cover the remainder of the warranty period and/or carry out necessary repairs of the Product. BUYER shall initially be responsible for round-trip freight, insurance and any other shipping charges under this Limited Warranty, and, in the event ECHO BARRIER is liable under this Limited Warranty, ECHO BARRIER shall reimburse BUYER for such charges.

12.5 Warranty Period

- a. This Limited Warranty of the Product, and any implied warranties provided to BUYER by law not otherwise excluded or disclaimed in this Limited Warranty, shall apply for a period of twelve (12) months from the date of sale by Distributor to the first BUYER.

12.6 Exclusions from Warranty

- a. This Limited Warranty does not cover damage resulting from the following:
 1. On-site application or installation, including but not limited to damages as a result of any fault attributable to personnel installing the Echo Barriers;
 2. Unauthorized disassembly or repair;
 3. Damages due to improper handling;
 4. Any specification provided by BUYER;
 5. Normal wear and tear;
 6. Damages as a result of alteration, repair or part replacement not authorized by ECHO BARRIER;
 7. Misuse, willful damage, abnormal storage or working conditions, or abuse;
 8. Unreasonable use and/or negligence;

9. Installation, operation or maintenance which is not in accordance with ECHO BARRIER's written recommendations and restrictions as contained in the Installation Guide or any labeling on the Echo Barrier product(s); and
10. Damages due to severe weather conditions -- i.e. heavy wind, thunderstorms, snowstorms, rainstorms, hurricanes, tornadoes, and hailstorms.

INCONVENIENCES, SPECIAL, INDIRECT, SECONDARY OR CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER, INCLUDING DAMAGES ARISING FROM OWNERSHIP OR USE OF PRODUCT.

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein.

12.7 Limitations on Warranty

- a. This Limited Warranty is provided by ECHO BARRIER, and it contains the only express warranty provided to BUYER by ECHO BARRIER. ECHO BARRIER does not authorize any other person, including distributors, to give any other warranties on behalf of ECHO BARRIER.

ECHO BARRIER DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, QUALITY, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ECHO BARRIER FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES,

IF BUYER HAS A CLAIM UNDER THIS LIMITED WARRANTY OR UNDER ANY IMPLIED WARRANTIES PROVIDED TO BUYER BY STATE LAW, BUYER MAY NOT FILE A COURT ACTION BASED ON THAT CLAIM ANY LATER THAN ONE (1) YEAR AFTER BUYER'S RIGHT TO FILE A COURT ACTION ACCRUES. IN THOSE STATES WHICH DO NOT ALLOW THIS LIMITATION ON THE TIME PERIOD FOR FILING A COURT ACTION, THIS PROVISION IS INAPPLICABLE.

12.8 Echo Barrier's Liability

- a. ECHO BARRIER'S LIABILITY WITH RESPECT TO THE PRODUCT SOLD TO BUYER AND ANY SERVICES PROVIDED BY ECHO BARRIER SHALL BE LIMITED TO THE WARRANTY PROVIDED HEREIN. ECHO BARRIER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY ECHO BARRIER, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.
- b. WITHOUT LIMITING THE FOREGOING, ECHO BARRIER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PROPERTY OR PERSONAL INJURY DAMAGES, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, SERVICES, DOWN TIME, SHUT DOWN OR SLOW DOWN COSTS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, AND FOR CLAIMS OF BUYER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES. ECHO BARRIER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

12.9 Miscellaneous

- a. Any description of the Product, whether in writing or made orally by ECHO BARRIER or ECHO BARRIER's agents, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with BUYER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by ECHO BARRIER or ECHO BARRIER's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by ECHO BARRIER to be such.

- b. All correspondence is to be sent to:

Echo Barrier USA, LLC
150 N. Michigan Ave., #2800
Chicago, IL 60601

- c. In case of a Force Majeure event, the party's obligations that cannot be performed as a result of such Force Majeure event are suspended during the time that the Force Majeure event lasts. Force Majeure as meant in this Limited Warranty means any circumstances that are beyond the reasonable control of a party, such as (but not limited to) unforeseeable and unavoidable conditions, natural disasters, fire, torrents and earthquakes. If a Force Majeure event is present, the parties whose obligations are suspended shall notify the existence of such event in writing to the other party. Buyer agrees to indemnify, defend and hold ECHO BARRIER harmless against any claims made by third parties based on whole or in part on ECHO BARRIER's inability to perform because of Force Majeure.
- d. This Limited Warranty shall be construed in accordance with the internal laws of the State of Illinois without regard to principles of conflict of law, in every respect including, without limitation, validity, interpretation, and performance. Any suit or proceeding arising from or relating in any way to the subject matter of this Limited Warranty shall be brought only in the courts, state and federal, located in the State of Illinois, and the parties hereby consent to the exclusive federal jurisdiction and venue of such courts.
- e. At the election of solely ECHO BARRIER, all disputes and differences of any kind arising under this Limited Warranty, or arising between the parties including the existence or continued existence of this Limited Warranty and the arbitrability of a particular issue which cannot be settled amicably by the parties may be submitted to binding arbitration. The arbitration shall be conducted in Chicago, Illinois, USA, and shall be finally settled in accordance with the Rules of Arbitration of the American Arbitration Association, by one or more arbitrators appointed in accordance with the above-mentioned rules. The decision of the arbitration tribunal shall be final and binding upon the parties and may be enforced in any court of competent jurisdiction, and no party shall seek redress against the other in any court or tribunal except solely for the purpose of obtaining execution of the arbitral award or of obtaining a judgment consistent with the award.
- f. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties further agree to renegotiate any so severed provision to bring the same within applicable legal requirements to the greatest extent possible.

13. EU Warranty

ECHO BARRIER s.r.o. LIMITED WARRANTY

Echo Barrier s.r.o. (“SELLER”) warrants that the purchased Echo Barrier product (the “Product”) sold to the first end user (“BUYER”) will be free of manufacturing defects in workmanship and materials under normal use subject to limitations described below and will be fitted and maintained strictly in accordance with the Seller’s instructions for a period as provided in Section IV of this Limited Warranty.

Seller’s obligations under this Limited Warranty apply only to the first end user of the Product and seller’s obligations become void on the transfer or sale of the Product or the use of the Product by any party other than BUYER.

13.1 Registration Requirement

a. All of SELLER’S obligations under this Limited Warranty, including, but not limited to those obligations contained in the preamble, paragraph III and paragraph IV of this Limited Warranty become effective only if BUYER completes and returns a copy of this Limited Warranty, dated and signed by the end-user, to SELLER at the address shown below within thirty (30) days of receipt of the purchased Product. Except as stated in the foregoing, failure of BUYER to complete and return this Limited

Warranty shall not affect the enforceability of any of BUYER’S waivers, obligations and representations, including, but not limited to, those contained in paragraph VI, paragraph VII, paragraph VIII, and paragraph IX of this Limited Warranty.

b. By completing and returning the Limited Warranty to SELLER, BUYER admits to having fully read and understood the user’s manual and any other written material supplied by the SELLER.

13.2 Installation and Maintenance Requirements

a. This Limited Warranty applies only if:

1. The product is installed by the SELLER or installation by third party is authorized by the SELLER in writing and is done according to the SELLER’s instructions furnished to BUYER at the time of purchase; and
2. The Product is not misused or abused, and there is no evidence of mishandling, neglect, modification or repair without the approval of SELLER, or damage done to the product by anyone other than SELLER.

13.3 Method for Obtaining Warranty Service

- a. To obtain warranty service under this Limited Warranty, BUYER must provide SELLER with a written notice of any alleged defect within the warranty period stated in Section V and within ten (10) days of its discovery. At SELLER's option, BUYER must grant SELLER access to site where the defective product(s) is installed or ship the defective product(s) to SELLER as directed by SELLER, with mailing or shipping charges prepaid ("Warranty Claim Procedures").

13.4 Warranty Services Provided

- a. If the Product shall be proved to SELLER's satisfaction to be defective, within the applicable warranty period described below, SELLER's obligations under this Limited Warranty shall be limited to either repairing or replacing the Product, at SELLER's sole discretion and judgment, if such defect was caused solely by defective workmanship and materials. Such repair or replacement shall be SELLER's sole obligation and BUYER's exclusive remedy hereunder and shall be conditioned upon BUYER's fulfilling its obligations under SELLER's Warranty Claim Procedures.
- b. Pursuant to Subsection (A), SELLER's warranty services will specifically include

providing BUYER with alternative parts of comparable quality to cover the remainder of the warranty period and/or carry out necessary repairs of the Product. BUYER shall be responsible for round-trip freight, insurance and any other shipping charges related to SELLER's obligations under this warranty.

13.5 Warranty Period

- a. This Limited Warranty of the Product, and any implied warranties provided to BUYER by state law not otherwise excluded or disclaimed in this Limited Warranty, shall apply for a period of twelve (12) months from delivery.

13.6 Exclusions from Warranty

- b. This Limited Warranty does not cover damage resulting from the following:
 1. Unauthorized disassembly or repair;
 2. Improper handling;
 3. Any specification provided by BUYER;
 4. Normal wear and tear;
 5. Alteration, repair or part replacement not authorized by SELLER;
 6. Misuse, willful damage, abnormal storage or working conditions, or abuse;
 7. Unreasonable use and/or negligence and;
 8. Installation, operation or maintenance which is not in accordance with SELLER's written recommendations as contained in the User Instructions

13.7 Limitations on Warranty

- a. This Limited Warranty is provided by SELLER, and it contains the only express warranty provided to BUYER by SELLER. SELLER does not authorize any other person, including distributors, to give any other warranties on behalf of SELLER.

SELLER DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, QUALITY AND ABSENCE OF HIDDEN DEFECTS, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER FURTHER DISCLAIMS ANY RESPONSIBILITY FOR LOSSES, EXPENSES, INCONVENIENCES, SPECIAL, INDIRECT, SECONDARY OR CONSEQUENTIAL, INCIDENTAL, AND CONTINGENT DAMAGES WHATSOEVER, INCLUDING DAMAGES ARISING FROM OWNERSHIP OR USE OF PRODUCT.

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein.

IF BUYER HAS A CLAIM UNDER THIS LIMITED WARRANTY OR UNDER ANY

IMPLIED WARRANTIES PROVIDED TO BUYER BY STATE LAW, BUYER MAY NOT FILE A COURT ACTION BASED ON THAT CLAIM ANY LATER THAN ONE (1) YEAR AFTER BUYER'S RIGHT TO FILE A COURT ACTION ACCRUES. IN THOSE STATES WHICH DO NOT ALLOW THIS LIMITATION ON THE TIME PERIOD FOR FILING A COURT ACTION, THIS PROVISION IS INAPPLICABLE.

13.8 Seller's Liability

- a. SELLER'S LIABILITY WITH RESPECT TO THE PRODUCT SOLD TO BUYER AND ANY SERVICES PROVIDED BY SELLER SHALL BE LIMITED TO THE WARRANTY PROVIDED HEREIN. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.
- b. WITHOUT LIMITING THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PROPERTY OR PERSONAL INJURY DAMAGES, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, SERVICES, DOWN TIME, SHUT DOWN OR SLOW DOWN COSTS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, AND FOR CLAIM OF

BUYER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES. SELLER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

13.9 Miscellaneous

- a. Any description of the Product, whether in writing or made orally by SELLER or SELLER's agents, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with BUYER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by SELLER or SELLER's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by SELLER to be such.
- b. All correspondence is to be sent to:
Echo Barrier s.r.o.
Národná trieda 39
Košice 040 01 Slovakia, EU
- c. In case of a Force Majeure event, the Party's obligations that cannot be performed as a result of such Force Majeure event are suspended during the time that the Force Majeure event lasts. Force Majeure as meant in this Contract means any circumstances that are beyond the reasonable control of a Party, such as (but not limited to) unforeseeable and unavoidable conditions, natural disasters, fire, torrents and earthquakes. If a Force Majeure event is present, the Parties whose obligations are suspended shall notify the existence of such event in writing to the other Party. Buyer agrees to indemnify, defend and hold Seller harmless against any claims made by third parties based on whole or in part on Seller's inability to perform because of Force Majeure.
- d. This Limited Warranty shall be construed in accordance with the internal laws of the EU without regard to principles of conflict of law, in every respect including, without limitation, validity, interpretation, and performance. Any suit or proceeding arising from or relating in any way to the subject matter of this Limited Warranty shall be brought only in the courts, located in the Slovak Republic, and the parties hereby consent to the exclusive federal jurisdiction and venue of such courts.
- e. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The Parties further agree to renegotiate any so severed provision to bring the same within applicable legal requirements to the greatest extent possible.



User Manual

Group Head Office
Echo Barrier Limited
Corserv House
118a Newmarket Road
Bury St Edmunds
Suffolk
IP33 3TF
United Kingdom

Tel: + 44 (0) 845 561 3256
Fax: + 44 (0) 207 900 3489

Echo Barrier USA head office
Echo Barrier USA
150 N Michigan Ave.
(Suite 2800)
Chicago
IL 60601
USA

Tel: + 1 (800) 728 9098

Echo Barrier Mainland Europe
Echo Barrier s.r.o
Narodna trieda 39
04001 Kosice 1
Slovensko
Slovakia

Tel: + 421 904 228616
Fax: + 421 55 230 1322

Echo Barrier Australia/NZ
Echo Barrier Australia Pty Ltd
Level 32
101 Miller Street
North Sydney
NSW 2060
Australia

Tel: + 61 2 8006 1131

Echo Barrier East Asia Echo
Barrier Singapore and East Asia
21st Floor
Phoenix Building
23 Luard Road
Wan Chai
Hong Kong SAR

Tel: + 85 281 257 510