

# Textile Wallcovering

## LIMITED AND EXCLUSIVE WARRANTY

In addition to any applicable manufacturers' warranty, Wolf-Gordon warrants to the buyer that for a period of five years from the date of shipment, our textile wallcovering products will perform in accordance with the accepted industry standards when used under normal conditions with proper maintenance and for the purpose intended. Industry practice also requires that installation discontinue on detectably defective material when no more than three strips have been hung. Additional fabric finishes after purchase will void this limited warranty.

Wolf-Gordon's limited and exclusive warranty is not assignable and is not transferable to subsequent purchasers and/or owners of the products. This warranty only applies in instances where the products have been professionally installed according to Wolf-Gordon's current recommended *Installation and Maintenance Guidelines* and product technical information.

This limited warranty does not cover and expressly excludes any damage, loss, cost, defect, or deficiency arising out of or relating to: (a) accident, abuse, misuse, or vandalism; (b) mold and mildew; (c) use of incompatible materials, accessories, or chemicals; (d) abnormal conditions of use including use on walls subject to moisture infiltration or accumulation; (e) improper storage, handling, installation, or maintenance; (f) design, installation, or construction defects and/or deficiencies of any kind or nature; (g) fire, flood, or other acts, omissions, causes, or events beyond the control of Wolf-Gordon; or (h) wallcovering that has been altered by anyone other than Wolf-Gordon; or (i) any other loss, cost, damage, defect, or deficiency not within the scope of this limited and exclusive warranty.

This limited warranty is the sole and exclusive warranty given by Wolf-Gordon with respect to this product. All other representations or warranties, express or implied, are expressly disclaimed, including any implied warranties of merchantability, fitness for a particular purpose or any implied warranties claimed to arise from trade usage, custom or course of dealing. Buyer's sole and exclusive remedy shall be replacement of the defective product or refund of the purchase price, at Wolf-Gordon's option.

In no event will Wolf-Gordon be liable for indirect, consequential, special or exemplary damages, whether based in contract, tort, warranty, strict liability, or otherwise. This limited and exclusive warranty shall supersede and control any other representations and/or warranties with respect to this product. In no event shall Wolf-Gordon's liability exceed the purchase price and/or invoiced value of the goods.

All claims for defects hereunder must be presented to Wolf-Gordon, in writing, within thirty (30) days after buyer discovers and/or should have discovered the alleged defect(s). Wolf-Gordon shall then be provided a reasonable opportunity to examine the allegedly nonconforming product and verify any such defect before its use or further processing. Failure of buyer to comply with these notice provisions shall constitute a waiver by buyer of all claims in respect thereto.