

Upholstery Textiles

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 original purchase date, our upholstery textiles will perform in accordance with the accepted industry standards of ACT (Association for Contract Textiles) when used under normal conditions with proper maintenance and for the purpose intended. Wolf-Gordon's limited and exclusive warranty is not assignable and is not transferable to subsequent purchasers and/or owners of the products. Additional fabric finishes or any stain or soil repellent treatment applied after purchase will void this limited warranty.

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) animals, chemicals or improper cleaning; (c) mold and mildew; (d) unreasonable use; (e) improper storage, handling, application, or maintenance; (f) fire, flood or other acts, omissions, causes or events beyond the control of Wolf-Gordon; or (g) 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 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. Once Wolf-Gordon has had the opportunity to examine the claim and if the material is found unusable for intended use due to defect, warranty will be limited to a refund of the purchase price or replacement of the material with a mutually agreed upon product. Labor costs are not covered. If return authorization is issued, original material should be returned uncut and in saleable condition. Wolf-Gordon reserves the right to not replace nor refund any cut or already upholstered material.

Failure of buyer to comply with these notice provisions shall constitute a waiver by buyer of all claims in respect thereto.