

Wink[®] Dry-erase Coating

LIMITED AND EXCLUSIVE WARRANTY

Wolf-Gordon Dry-erase Coating Products are warranted for 10 years from shipment not to crack, chip, or peel; to resist permanent staining and yellowing; and to show no appreciable fade when used with the appropriate dry erase markers, installed properly, and cleaned and maintained in conformance with the provided Installation Guidelines and care instructions. The limited warranty set forth herein applies only to the original Buyer of the Product from Wolf-Gordon, may be acted upon only by such Buyer, and may not be assigned, sold, or transferred to any third party.

As conditions, installation, and use of Wink Dry-erase Coating Products are beyond our control, we can guarantee these Products only to conform to our standards of quality. Our liability, if any, will be limited to replacement of defective materials or a refund to the Buyer in an amount not to exceed the actual payments received by Wolf-Gordon for such nonconforming Product. In addition, the warranty is exclusively issued to the owner of the building in which the Product is used. If the owner of the building changes during the limited warranty period starting with the manufacturing of the Product, the warranty is voided.

This warranty applies only to Product stored, applied, used, and maintained in accordance with the manufacturer's recommendations and with the recognized standards of construction. In no event shall Wolf-Gordon's liability exceed the purchase price and/or invoiced value of the goods. This warranty shall not apply to:

1. Product that has not been applied to a surface within three months of delivery or has been altered by any person or entity;
2. Product that has been subjected to abuse, misuse, damage, neglect, or accident beyond Wolf-Gordon's published limitations for the Product or other causes external to the Product (including, without limitation, environmental conditions);
3. Defects caused by the materials on the surface to which the Product is applied, other than those specified in this warranty;
4. Product that has not been maintained and utilized pursuant to Wolf-Gordon's Installation Guidelines;
5. Surface performance.

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.