

## Limited and Exclusive Warranty

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Tapetex B.V., Helmond, The Netherlands, (Manufacturer), warrants that for a period of three years from the original purchase date, our textile products will perform in accordance with the accepted industry standards when used under normal conditions with proper maintenance and for the purpose intended.

Tapetex limited and exclusive warranty is not assignable and is not transferable to subsequent purchasers and/or owners of the products. Additional fabric finishes 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, vandalism or animals; (b) chemicals, improper cleaning or maintenance; (c) mold and mildew; (d) unreasonable use; (e) improper storage, handling, application, fabrication or installation practice; (f) fire, flood or other acts, omissions, causes or events beyond the control of Tapetex; 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 Tapetex 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.

In no event will Tapetex 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 Tapetex liability exceed the invoiced value of the goods.

All claims for defects hereunder must be presented to Tapetex in writing, within thirty (30) days after buyer discovers and/or should have discovered the alleged defect(s). Tapetex 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.