

WARRANTIES FOR PLYNYL[®] BRAND FLOORING PRODUCTS

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CONSUMER WEAR 5 YEAR LIMITED WARRANTY

Plynyl floor covering is warranted to maintain its texture and appearance for a period of 5 years from the date of purchase. The exclusive limited warranty is for the purchaser only and is non-transferable. The exclusive limited warranty does not cover abnormal wear or appearance change due to abusive treatment, rolling traffic, unprotected chair castor traffic, repetitive mechanical traffic, chemical exposure, or foreign contamination. This warranty does not address appearance change as a result of abrasion. This warranty is only intended to cover wear properties of the material as manufactured. All manufacturing recommendations and maintenance procedures listed in these Maintenance and Installation Instructions must be followed or the exclusive limited wear warranty may be voided. If material does exhibit a defect according to listed manufacturing test standards and minimum specifications*, our liability in all cases is limited (at our option) to repair or replacement of the non-performing material. Labor charges and other consequential expenses related to removal or reinstallation, are not included.

CONSUMER COLORFASTNESS 3 YEAR LIMITED WARRANTY

Plynyl floor covering is warranted to resist signs of permanent discoloration as a direct result of a manufacturing defect within three years of the date of purchase. It does not include gradual fading. If material does exhibit a defect, according to listed manufacturing test standards and minimum specifications*, our liability in all cases is limited (at our option) to repair or replacement of the non-performing material. Labor charges and other consequential expenses related to removal or reinstallation, are not included. The exclusive limited warranty is for the purchaser only and is non-transferable.

The exclusive limited warranty does not cover discolorations due to excessive wear, chemical exposure, or foreign contaminants. This warranty only is intended to cover colorfastness properties of the material as manufactured.

LIMITATION OF LIABILITY

In any event, Chilewich's liability shall be limited as follows and to the maximum extent permitted by applicable law:

(A) EXCEPT AS SET FORTH UNDER THE WARRANTIES ABOVE, CHILEWICH DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;

(B) IN NO EVENT SHALL CHILEWICH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR BUSINESS INFORMATION, OR ANY OTHER MONETARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE GOODS SOLD, RENTED OR LICENSED (WHETHER OR NOT CHILEWICH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES); AND

(C) CHILEWICH'S ENTIRE LIABILITY FOR ANY MATTER OR THING RELATED TO THE GOODS SOLD, RENTED OR LICENSED OR ANY CLAIM ARISING IN CONNECTION THEREWITH, SHALL BE LIMITED TO THE LESSER OF THE AMOUNT PROVIDED FOR UNDER THE RELEVANT WARRANTY OR THE TOTAL AMOUNT ACTUALLY RECEIVED BY CHILEWICH.

This warranty covers Plynyl when properly handled and installed for normal use as floor covering. The exclusive limited warranty is for the purchaser only and is non-transferable. *Standards and minimum specifications are on file in the Chilewich colorfastness and wear policy.

WARRANTIES FOR PLYNYL[®] BRAND FABRIC PRODUCTS

WARRANTIES FOR PLYNYL[®] BRAND FABRIC PRODUCTS

CONSUMER WEAR 5 YEAR LIMITED WARRANTY

Plynyl Fabric is warranted to maintain its texture and appearance for a period of 5 years from the date of purchase. The exclusive limited warranty is for the purchaser only and is non-transferable. The exclusive limited warranty does not cover abnormal wear or appearance change due to abusive treatment, repetitive mechanical traffic, chemical exposure, or foreign contamination. This warranty does not address appearance change as a result of abrasion. This warranty is only intended to cover wear properties of the material as manufactured. If material does exhibit a defect according to listed manufacturing test standards and minimum specifications*, our liability in all cases is limited (at our option) to repair or replacement of the non-performing material. Labor charges and other consequential expenses related to removal or reinstallation, are not included.

Plynyl floor coverings are not warranted for use in outdoor locations exposed to full sunlight.

CONSUMER COLORFASTNESS 3 YEAR LIMITED WARRANTY

Plynyl Fabric is warranted to resist signs of permanent discoloration as a direct result of a manufacturing defect within three years of the date of purchase. It does not include gradual fading. If material does exhibit a defect, according to listed manufacturing test standards and minimum specifications*, our liability in all cases is limited (at our option) to repair or replacement of the non-performing material. Labor charges and other consequential expenses related to removal or reinstallation, are not included.

The exclusive limited warranty is for the purchaser only and is non-transferable. The exclusive limited warranty does not cover discolorations due to excessive wear, chemical exposure, or foreign contaminants. This warranty only is intended to cover colorfastness properties of the material as manufactured.

LIMITATION OF LIABILITY

In any event, Chilewich Sultan LLC's liability shall be limited as follows and to the maximum extent permitted by applicable law: (A) EXCEPT AS SET FORTH UNDER THE WARRANTIES ABOVE, CHILEWICH DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;

(B) IN NO EVENT SHALL CHILEWICH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR BUSINESS INFORMATION, OR ANY OTHER MONETARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE GOODS SOLD, RENTED OR LICENSED (WHETHER OR NOT CHILEWICH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES); AND

(C) CHILEWICH'S ENTIRE LIABILITY FOR ANY MATTER OR THING RELATED TO THE GOODS SOLD, RENTED OR LICENSED OR ANY CLAIM ARISING IN CONNECTION THEREWITH, SHALL BE LIMITED TO THE LESSER OF THE AMOUNT PROVIDED FOR UNDER THE RELEVANT WARRANTY OR THE TOTAL AMOUNT ACTUALLY RECEIVED BY CHILEWICH.

This warranty covers Plynyl Fabric when properly handled and installed for normal use as wall covering or furniture fabric. The exclusive limited warranty is for the purchaser only and is non-transferable. *Standards and minimum specifications are on file in the Chilewich colorfastness and wear policy.