

Disclaimer and Limited Warranty

Subject to the conditions and limitations herein, the wallcovering is guaranteed to be free of defects in workmanship and material for five years from the date of shipment of the product. THE MANUFACTURER is not responsible or liable for claims if the application instructions are not followed, nor is THE MANUFACTURER responsible or liable for labor and associated costs, over and above the cost for replacement material.

THE MANUFACTURER specifically advises all parties that mold will grow in conducive conditions where moisture and/or water is present. THE MANUFACTURER cannot control such conducive conditions and is not responsible or liable for any claims, damages or the like in any way related to or arising in connection with the occurrence or presence of mold. THE MANUFACTURER also shall not be liable for any damages arising from the misuse of the product, improper handling or storage, improper or defective building conditions, or alteration of the product by others.

The Customer understands and agrees that certain conditions within a building may cause the growth of various types of mold, organisms or other hazardous pollutants or contaminants. These conditions may be caused by a combination of moisture, warm air and an organic medium. These conditions may be created by a number of circumstances including, but not limited to, leaking roofs, walls, doors, windows, water or soil lines breaking, inadequate and poorly balanced heating and ventilation equipment, the improper use of vapor control media on exterior walls, storms, floods, vandalism, etc. Moist or wet areas may be undiscoverable without removal of ceiling, wall and floor coverings and a thorough investigation of the specific areas. These coverings include paneling, drywall or plaster materials, floor coverings, underlayment and subflooring, sheathing, exterior siding and possibly roofing materials and decking.

THE MANUFACTURER assumes no responsibility or liability for any reason, now or in the future, for any mold or other organisms that may grow in the covered or any other areas of the building, and Customer will indemnify, defend, and hold harmless THE MANUFACTURER for any potential or realized property damage or health or safety issues because of airborne pollutants or any other type of hazardous materials or organisms found in the covered or other areas of the building.

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY THE MANUFACTURER. THE MANUFACTURER makes no other or additional warranty, whether expressed or implied, including, without limit, the implied warranties of merchantability and fitness for a particular purpose, all of which are hereby expressly disclaimed. THE MANUFACTURER expressly disclaims all liability for any redhibitory defects. The Customer's sole remedy and THE MANUFACTURER's sole liability shall be limited to product replacement. THE MANUFACTURER will not be liable for direct, consequential or incidental damages, including without limitation lost profits, punitive damages, loss of use damages, loss of value damages, damage to other property, etc. even if THE MANUFACTURER is aware of the possibility of these damages occurring. All claims made under this Limited Warranty must be in writing to THE MANUFACTURER within 90 days of the first knowledge of any defect, and within the warranty period or such claims are waived.