

H I L L M O R R<sup>®</sup>

W A L L C O V E R I N G S

## COMMERCIAL & CUSTOM PRINT Limited & Exclusive Warranty

This warranty forms part of the terms and conditions of sale between the parties.

Limited and Exclusive Warranty HILLMORR ("Manufacturer / Distributor") warrants that for a period of five years from the sale of its commercial and custom print wallcovering products ("Products") that the Products shall be free of manufacturing defects, and that Products shall not separate from their backings, and/or exhibit stains caused by bleeding of impurities. Products should not support the growth of mildew when installed on a sound wall following the recommended preparation and hanging procedures outlined in the installation instructions, and are adequately maintained and used under normal conditions. HILLMORR Limited and Exclusive Warranty is not assignable or transferable and extends only to purchasers who are the owners of products at the time of installation. This 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) mould or mildew; (c) use of incompatible materials, accessories or supplies; (d) abnormal conditions of use, including use on walls subject to moisture infiltration or accumulation; (e) improper storage, handling, installation, or maintenance; (f) design, installation or construction defects and/or deficiencies of any kind or nature; (g) fire, flood or other acts, omissions, causes or events beyond HILLMORR'S control; (h) wallcovering that has been altered by anyone other than HILLMORR; or (i) any other loss, cost, damage, defect or deficiency not within the scope of this limited and exclusive warranty. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY HILLMORR WITH RESPECT TO THESE PRODUCTS. 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. HILLMORR shall supply replacement products free of charge if HILLMORR determines upon inspection that any Products fail to conform to this warranty. The foregoing constitutes the SOLE AND EXCLUSIVE REMEDY for breach of this warranty. IN NO EVENT WILL HILLMORR OR IT'S DISTRIBUTORS 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 HILLMORR'S LIABILITY EXCEED THE PURCHASE PRICE AND/OR INVOICED VALUE OF THE GOODS. All claims under HILLMORR'S Limited and Exclusive Warranty must be submitted, in writing, to HILLMORR, within thirty (30) days after Buyer discovers and/or should have discovered the alleged defects. HILLMORR shall then be provided a reasonable opportunity to examine the allegedly nonconforming Products 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.

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