

## **WARRANTY**

*PLEASE READ CAREFULLY, THIS LIMITS OUR LIABILITY*

Flavor Paper warrants (this "Warranty") that for a period of three (3) years from the date of sale of any wallcovering product ("Product") manufactured by it, if properly installed, the Product shall be: 1) free of manufacturing defects, 2) shall not separate from its backing, and 3) shall not exhibit stains caused by ink "bleeding" or impurities in the substrate or ink.

For all purposes herein, "properly installed" shall mean installed by a professional or knowledgeable installer, in conformity with Flavor Paper's installation instructions contained on our website at [www.flavorpaper.com/wallpaper](http://www.flavorpaper.com/wallpaper), with reference to the type of Product, or as provided in the shipment, on a structurally sound wall, which is free of any moisture infiltration or accumulation, and in compliance with the recommended surfaces indicated in the installation instructions.

This Warranty is not assignable, or transferable, and extends only to the purchaser of the Product.

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) mold 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 Flavor Paper's control; (h) wallcovering that has been altered by anyone other than Flavor Paper; 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 FLAVOR PAPER 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.

IN NO EVENT WILL FLAVOR PAPER 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 THE PRODUCT. IN NO EVENT SHALL FLAVOR PAPER'S LIABILITY EXCEED THE PURCHASE PRICE AND/OR INVOICED VALUE OF THE PRODUCT.

Flavor Paper shall supply replacement products free of charge if Flavor Paper, in its sole discretion, determines upon inspection that the Product fails to conform to this

warranty. The foregoing constitutes the SOLE AND EXCLUSIVE REMEDY for breach of this warranty.

All claims made in connection with this Warranty must be submitted, in writing with photographs, to your supplier, within thirty (30) days after discovery of any alleged defect covered by this Warranty, or within thirty (30) days of when discovery of any such defect should have, with reasonable diligence, been made. Flavor Paper 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 TO COMPLY WITH THESE NOTICE PROVISIONS SHALL CONSTITUTE A WAIVER OF ALL CLAIMS IN RESPECT THERETO.