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# Commercial One Year Warranty

## CHILEWICH UPHOLSTERY AND WALL TEXTILES

### PRODUCTS AND PERSONS COVERED:

Chilewich offers this warranty for its upholstery and wall textile products. The warranty is for the original end-user only and is non-transferable and non-assignable.

### WARRANTY COVERAGE:

Unless otherwise stated, the covered Chilewich products meet or exceed Association for Contract Textiles quality and performance standards when used under normal conditions and will be free from defects in material and workmanship for a period of one year commencing upon the original ship date from the manufacturer.

### WARRANTY EXCLUSIONS:

Installation and maintenance instructions listed at [www.chilewich.com/contract/technical](http://www.chilewich.com/contract/technical) must be followed for any warranty to remain in effect. Additional after-market finishes applied after purchase will void any Chilewich warranty. This warranty does not cover damage or product failure caused by: (a) mold or mildew; (b) reverse crocking; (c) abusive or improper treatment; (d) improper storage or handling; (e) use of incompatible or unspecified adhesive(s), materials, tools or equipment; (f) inadequacies or defects in building design or construction; and (g) any other causes unrelated to any Chilewich product defect.

### REMEDIES:

Warranty-related claims must be submitted in writing to Chilewich within the above stated warranty period. If the product is defective, Chilewich will, at its sole option, refund the purchase price or replace the product with a mutually agreed upon product. These remedies do not include any labor costs. These are the end-user's sole and exclusive remedies.

### DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:

Chilewich disclaims warranties and limits its liability as follows and to the maximum extent permitted by applicable law: (A) EXCEPT AS SET FORTH ABOVE, CHILEWICH DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED. **CHILEWICH EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF;** (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 COST OF THE LIMITED REMEDIES PROVIDED UNDER THE RELEVANT WARRANTY OR THE TOTAL AMOUNT ACTUALLY RECEIVED BY CHILEWICH FOR THE GOODS.