



PEACE COLLECTION

CANVAS WALLCOVERING - COMMERCIAL WARRANTY

Subject to the conditions and limitations below, LORDFABRIK warrants against manufacturing defects for a period of one (1) year from the date of shipment our Peace Collection Canvas Wallcovering. This limited warranty extends to only the purchaser of the wallcovering. This limited 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) fire, flood or other acts, omissions, causes, or events beyond the control of LORDFABRIK; (g) wallcovering that has been altered by anyone other than LORDFABRIK; or (h) any other loss, cost, damage, defect or deficiency not within the scope of the limited warranty. Any claim or dispute arising out of or relating to the wallcovering shall be resolved, at the option of LORDFABRIK, by final and binding arbitration in accordance with the Center for Public Resources rules for non-administered arbitration.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY LORDFABRIK WITH RESPECT TO ITS WALLCOVERING. LORDFABRIK MAKES NO AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; ANY IMPLIED WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE; ANY IMPLIED WARRANTY ARISING FROM ANY USE OF ANY WALLCOVERING, OR LORDFABRIK'S CONDUCT IN RELATION TO SUCH USE, AND IN EACH SUCH CASE, WHETHER THE PURPOSE OR USE OF THE WALLCOVERING HAS BEEN DISCLOSED TO LORDFABRIK AND WHETHER THE WALLCOVERING IS SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY LORDFABRIK FOR CUSTOMER'S USE OR PURPOSE.



If, during the warranty period, the wallcovering fails to conform to the foregoing limited warranty, LORDFABRIK's sole and exclusive liability and Customer's sole and exclusive remedy shall be (at LORDFABRIK's option) to replace or refund the purchase price for the nonconforming wallcovering, subject to LORDFABRIK being promptly notified in writing and being provided with the nonconforming wallcovering for inspection. Any permitted claim against LORDFABRIK which is not made within 90 days of the claimant's knowledge of the claim shall be deemed irrevocably waived.

IN NO EVENT, WHATSOEVER SHALL LORDFABRIK OR ANY OF ITS EMPLOYEES, AGENTS, SUPPLIERS OR DISTRIBUTORS HAVE: (a) ANY LIABILITY, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, IN AN AMOUNT IN EXCESS OF THE AMOUNT RECEIVED BY LORDFABRIK AS PURCHASE PRICE FOR THE WALLCOVERING WHICH IS THE SUBJECT OF A CLAIM, OR (b) ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF LORDFABRIK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES ARISING FROM INJURY TO PERSONS, LOSS OF VALUE OR USE (INCLUDING STIGMA OR DIMINUTION OF VALUE DAMAGES); LOSS OF ANTICIPATED REVENUE OR PROFITS; DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT; COST OF CAPITAL; COST OF SUBSTITUTE SUPPLIES, FACILITIES OR SERVICES OR CLAIMS MADE BY AN END USER.

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