

## LIMITED WARRANTY



Koroseal Interior Products, LLC ("Koroseal") warrants that TacWall™ products will be free from any defects in material or workmanship and will meet the design criteria noted in our catalogs, subject to the conditions and limitations below:

- The substrate on which the TacWall will be installed must be prepared in accordance with the ASTM industry recommendations and Koroseal's published Installation Instructions in effect on the date of original purchase;
- The material must be installed in accordance with Koroseal's published Installation Guide in effect on the date of original purchase using the recommended adhesive; and
- The material must be maintained and cared for in accordance with Koroseal's care guidelines published in its Installation Instructions in effect on the date of original purchase.

If, in the sole opinion of Koroseal, a product covered by this warranty is defective, Koroseal will replace it free of charge. This warranty shall extend for a period of five (5) years from the date of shipment by Koroseal.

### THIS LIMITED WARRANTY DOES NOT COVER:

1. Material which has been subjected to misuse, neglect, accident, abuse, undue or excessive wear or conditions of use.
2. Material which has not been installed, cleaned or otherwise maintained in accordance with Koroseal's published guidelines in effect on the date of original purchase.
3. Damage to materials caused by anything other than the failure of the product to perform in accordance with this Limited Warranty.
4. Surface stains including those due to exposure of the material to adhesives, dyes, markers, or cleaning products other than those recommended by Koroseal.
5. Damage due to improper installation or care, undue wear and tear, burns, cuts, tears, scratches, scuffs, extended direct exposure to sunlight, moisture, acid or alkaline substances, mold or mildew, installation over insufficient substrates, or differences in color between samples or photographs and the actual material.
6. Claims regarding Drying Room Yellowing/Ambering. While linoleum products are maturing in the drying stoves, a yellow cast, called "drying room yellowing" or "ambering" may appear on the surface. This yellow cast is caused by the oxidation of linseed oil and is TEMPORARY. It occurs intermittently and with varying intensity. It is most noticeable on blue and grey shades of material. Because this is a natural occurrence in the product, there is no set time frame for the yellowing to disappear. This is not a defect.

THE WARRANTY SET FORTH ABOVE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, EVEN IF SUCH PURPOSE IS KNOWN TO KOROSEAL, AND IN LIEU OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF KOROSEAL. KOROSEAL NEITHER ASSUMES (NOT HAS AUTHORIZED ANYONE TO ASSUME FOR IT) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH ITS PRODUCTS.

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### LIMITATION OF LIABILITY

CUSTOMER'S SOLE REMEDIES WITH RESPECT TO THE PRODUCTS ARE SET FORTH HEREIN. KOROSEAL WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES BY REASON OF ANY ACT OR OMISSION ARISING OUT OF OR IN CONNECTION WITH ITS PRODUCTS, OR THE SALE, DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, PERFORMANCE, OR USE OF ITS PRODUCTS, INCLUDING (BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION) ANY DAMAGES, EXPENSES, OR LOSSES INCURRED BY REASON OF LOSS OF USE, LOST REVENUES, LOST PROFITS, DAMAGE TO ASSOCIATED EQUIPMENT OR TO FACILITIES, COSTS OF CAPITAL OR LABOR, COSTS OF SUBSTITUTE PRODUCTS OR FACILITIES, COST OF SUBSTITUTE OR REPLACEMENT PRODUCTS OR SERVICES, COSTS ASSOCIATED WITH LOSS OF GOODWILL OR REPUTATION, COSTS ASSOCIATED WITH DOWNTIME, DAMAGES OR REPLACEMENT COSTS RELATED TO TOOLS, BUILDING MATERIALS, FURNISHINGS, OR DECORATIONS, AND ANY SIMILAR AND DISSIMILAR DAMAGES, EXPENSES, OR LOSSES, WHETHER ANY SUCH LIABILITY IS BASED ON CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE PRINCIPLES. IN NO EVENT SHALL KOROSEAL'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS.

This Limited Warranty is governed by, and will be construed in accordance with, the substantive laws of the State of Ohio, without regard to any of that state's conflict of laws principles that would require application of the substantive law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this warranty.