

## 5 YEAR WALLCOVERING WARRANTY

Subject to the conditions, limitations and the installers compliance with the wall preparation and installation instructions as detailed on the sample card and supplied within each roll, Arc-Com warrants that for a period of five (5) years from the date of shipment that our fabric-backed vinyl wallcovering products will not separate from their backings or exhibit stains caused by bleeding of impurities from the 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 Arc-Com; (g) wallcovering that has been altered by anyone other than Arc-Com; 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 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 ARC-COM WITH RESPECT TO ITS WALLCOVERING. ARC-COM MAKES NO OTHER REPRESENTATIONS 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 ARC-COM'S CONDUCT IN RELATION TO SUCH USE, AND IN EACH SUCH CASE, WHETHER OR NOT THE PURPOSE OR USE OF THE WALLCOVERING HAS BEEN DISCLOSED TO ARC-COM AND WHETHER OR NOT THE WALLCOVERING IS SPECIFICALLY DESIGNED AND/OR MANUFACTURED FOR ARC-COM FOR CUSTOMER'S USE OR PURPOSE. If, during the warranty period, the wallcovering fails to conform to the foregoing limited warranty, Arc-Com's sole and exclusive liability and Customer's sole and exclusive remedy shall be (at Arc-Com's option) to replace or refund the purchase price for the nonconforming wallcovering, subject to Arc-Com being promptly notified in writing and being provided with the nonconforming wallcovering for inspection. Any permitted claim against Arc-Com 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 ARC-COM OR ANY OF ITS EMPLOYEES, AGENTS OR SUPPLIERS HAVE: (a) ANY LIABILITY, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, IN AN AMOUNT IN EXCESS OF THE AMOUNT ACTUALLY RECEIVED BY ARC-COM 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 ARC-COM 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.