

SPECTRUM CONTRACT VINYL



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Commercial Vinyl Warranty

Subject to the conditions and limitations below, SPECTRUM warrants that for a period of five (5) years from the date of shipment that our fabric-backed vinyl products will not separate from their backings or exhibit stains caused by bleeding of impurities from the Vinyl. 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 SPECTRUM;
- (g) Vinyl that has been altered by anyone other than SPECTRUM; 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 Vinyl 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 SPECTRUM WITH RESPECT TO ITS VINYL. SPECTRUM 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 VINYL, OR SPECTRUM'S CONDUCT IN RELATION TO SUCH USE, AND IN EACH SUCH CASE, WHETHER OR NOT THE PURPOSE OR USE OF THE VINYL HAS BEEN DISCLOSED TO SPECTRUM AND WHETHER OR NOT THE VINYL IS SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SPECTRUM FOR CUSTOMER'S USE OR PURPOSE.

If, during the warranty period, the Vinyl fails to conform to the foregoing limited warranty, SPECTRUM's sole and exclusive liability and Customer's sole and exclusive remedy shall be (at SPECTRUM's option) to replace or refund the purchase price for the nonconforming Vinyl, subject to SPECTRUM being promptly notified in writing and being provided with the nonconforming Vinyl for inspection. Any permitted claim against SPECTRUM 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 SPECTRUM 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 ACTUALLY RECEIVED BY SPECTRUM AS PURCHASE PRICE FOR THE VINYL WHICH IS THE SUBJECT OF A CLAIM, OR

(b) ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF SPECTRUM 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.