



NEVAMAR DECORATIVE SURFACES LIMITED WARRANTY

- (a) We warrant solely to the original Buyer that the Products will be free from defects in materials and workmanship, when given normal, proper and intended usage, for a period of one year from the date of sale to the Buyer.
- (b) At our expense, we agree to repair or replace at our option all defective Products not performing substantially in accordance with applicable Product specifications, provided that Buyer has given us written notice of such warranty claim within the one year warranty period. If we are unable, after reasonable efforts, to repair or replace such defective Product, Buyer's sole remedy shall be the refund of an amount not to exceed the actual payments received by us for such Product. All replaced items shall become our property.
- (c) Buyer is responsible for inspection of the product upon receipt and prior to any cutting, gluing or attaching of the product to any other material ("Fabrication"). Any claim by Buyer for breach of warranty shall be deemed waived to the extent it could have been determined by such inspection and any Fabrication was delayed until we have been notified of a claim and have had an opportunity to resolve it in accordance with this warranty.
- (d) We shall have no obligation to make repairs, replacements or corrections which result, in whole or in part, from (i) normal wear and tear, (ii) fault or negligence of Buyer, (iii) improper or unauthorized use of the Products, (iv) use of the Products in a manner for which they were not designed, (v) modifications of the Products by anyone other than us, (vi) any act of nature, act of God, fire, casualty, flood or war, (vii) any other causes external to the Products, or (viii) use of the Products in combination with equipment or materials not supplied by us.
- (e) If notified within 10 days in writing of any action (and all prior related claims) brought against Buyer based on a claim that a Product infringes any valid United States patent, copyright or trade secret, we shall defend such action at our expenses and pay all costs and damages finally awarded in such action or settlement which are attributable to such claim. We shall have sole control of the defense of any such action and all negotiations for its settlement or compromise. Buyer shall cooperate fully with us in the defense, settlement or compromise of any such action. In the event that a final injunction is obtained against Buyer's use of a Product by reason of infringement of a valid United States patent, copyright or trade secret, or if in our opinion any Product is likely to become the subject of a successful claim of such infringement, we may, at our option and expense, (i) procure for Buyer the rights to continue using the Product, (ii) replace or modify the Product so that it becomes non-infringing (so long as its functionality is essentially unchanged), or (iii) accept the return of the Product and refund the Buyer the purchase price therefore. We may withhold further shipments of any such Products.
- (f) We shall not have any liability to Buyer to the extent that any infringement or claim thereof is based upon (i) the use of a Product in combination with equipment or materials not supplied by us where the Product would not itself be infringing, (ii) compliance with Buyer's designs, specifications or instructions, (iii) use of the Product in an application or environment for which it was not designed, (iv) modifications of the Product by anyone other than us, or (v) any claims of infringement of any patent, copyright or trade secret in which Buyer or any affiliate or customer of Buyer has an interest or license.
- (g) Buyer shall not bring any suit or action against us for any reason whatsoever more than one year after the related cause of action has accrued.

EXCEPT AS STATED ABOVE, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



NEVAMAR DECORATIVE SURFACES LIMITED WARRANTY

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OUR MAXIMUM LIABILITY ARISING OUT OF THE SALE OF THE PRODUCTS OR THEIR USE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL PAYMENTS RECEIVED BY US IN CONNECTION THEREWITH. IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, OR LOSS OF USE DAMAGES, ARISING HEREUNDER OR FROM THE SALE OF THE PRODUCTS.

Consumers who purchase our Products for personal or household use may have other rights, which will vary from state to state or, in Canada, from province to province. Federal law and some states law do not permit the disclaimer or modification of implied warranties for consumers, but may permit limitation of the duration of the implied warranties for consumers. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages. Therefore, the above warranty limitations may not apply to you.

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