

3D Laminates

by OMNOVA Solutions

WARRANTY

LIMITED WARRANTY

SUBJECT TO THE CONDITIONS AND LIMITATIONS STATED BELOW, OMNOVA SOLUTIONS INC. ("OMNOVA") WARRANTS FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF PURCHASE, 3D LAMINATES WILL NOT FADE OR DISCOLOR FROM COLOR STANDARD BY MORE THAN 3.0 DE ON THE CIELAB COLOR SCALE DUE TO DEFECTS IN MATERIALS OR WORKMANSHIP.

OMNOVA Solutions Inc. will credit to Customer's account an amount equal to the replacement cost of the parts using 3D Laminates by OMNOVA Solutions which fade or discolor and are covered by this Warranty subject to a maximum credit of two times the cost of the board, adhesive and other materials comprising such parts.

The foregoing Warranty does not cover and OMNOVA Solutions Inc. shall have no liability or obligation with respect to (i) any 3D Laminates or part using 3D Laminates that has been subject to abuse, misuse, misapplication, neglect, alteration, accident or improper or abnormal conditions of use, storage, manufacture installation including, but not limited to, any parts pressed with non-silicone rubber membranes; (ii) any discoloration resulting from exposure to other than a normal indoor environment including, but not limited to, exposure to nicotine, solvents, harsh cleansers, adhesives, packing materials, coatings or excessive heat, rain or sunlight; (iii) defects other than discoloration, including, but not limited to, delamination, staining, marring, solvent etching and contamination; (iv) parts using 3D Laminates which are manufactured or used outside the United States or Canada; (v) any person other than OMNOVA's Customer; (vi) any claim received by OMNOVA more than five years after OMNOVA's invoice date for the product; or (vii) any claim not made in compliance with the claim procedures set forth below.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (WHETHER ORAL OR WRITTEN OR ARISING BY USAGE OF TRADE OR COURSE OF DEALING), INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. No person is authorized to make any additional warranties or to change or add to any of OMNOVA's obligations under the Warranty.

OMNOVA's obligations under the Warranty are subject to Customer's compliance with the following claim procedures. Promptly after receipt of a complaint, which may be covered by the Warranty, Customer shall notify OMNOVA by telephone or fax. Within 60 days of such complaint, Customer will provide to OMNOVA's Auburn facility the following: (i) a sample part showing the discoloration with the OMNOVA color name and/or item number, date of complaint and Customer's claim identification system number listed on the back of the part; (ii) a copy of the complaint report or other documentation showing the date of the complaint; (iii) the square footage of the parts involved; (iv) Customer's cost of board, adhesive and film for the parts involved; (v) documents showing Customer's ship date of the parts involved, and (vi) a copy of the OMNOVA Solutions invoice which correlates to the manufacturing date of the parts involved.

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Continued from reverse side.

THE CREDIT TO CUSTOMER'S ACCOUNT DESCRIBED ABOVE SHALL FULFILL ALL OF OMNOVA'S OBLIGATIONS UNDER THE WARRANTY, IS CUSTOMER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED REMEDIES IN RESPECT OF THE MANUFACTURE, SALE, DELIVERY OR USE OF 3D LAMINATE. IN NO EVENT SHALL OMNOVA SOLUTIONS INC. BE LIABLE FOR MORE THAN THE MAXIMUM CREDIT DESCRIBED ABOVE OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE OR PROFIT) WHETHER BASED ON BREACH OF CONTRACT, TORTIOUS CONDUCT OR ANY OTHER THEORY.

For more information, contact OMNOVA Solutions:

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