



Polyester Fabric Limited Warranty

This limited warranty (the "Warranty") covers NAUTOLEX Polyester Fabric product (the "Product"). Subject to the terms and conditions set forth herein, OMNOVA Solution warrants that the Product will not fail due to defects in materials or workmanship when used under normal conditions. The duration of the warranty is for a period from five (5) years from the date of a retail sale of a boat utilizing the Product. This Warranty extends to the boat manufacturer and is not transferable to any other person, company or entity.

After the Product leaves our facility, it is subjected to conditions and handling that are beyond our reasonable control and which could affect its performance. This Warranty does not cover any problems caused by defects arising from conditions or handling beyond our reasonable control. Some examples of conditions not covered by this Warranty include:

1. Exposure to corrosive or aggressive atmospheric conditions, such as:
 - a. exposure to non-approved chemicals and cleaners; or
 - b. exposure to harsh environmental conditions.
2. Staining resulting from mildew growth on adjacent boat components.
3. Damage caused by improper installation or fabrication.
4. Damage caused by acts of God.
5. Any misuse or unauthorized use of the fabric.

If the Product fails to conform to this Warranty, we will replace the Product by delivering a sufficient quantity of replacement material to the boat manufacturer. ANY LABOR AND ALL OTHER EXPENSES RELATING TO REPAIR OR REINSTALLATION OF THE PRODUCT ARE EXPRESSLY EXCLUDED. You must make all claims within the warranty period. Notice of a claim should be sent in writing to OMNOVA Solutions Inc., 133 Yorkville Road East, Columbus, MS 39702 – Attention: Quality Dept, Coated Fabrics. OMNOVA must be given a reasonable opportunity to inspect the Product claimed to be defective. You will need to provide us with such information relating to your claim as reasonably requested by OMNOVA, including but not necessarily limited to, date of installation, details regarding installation and purchase price.

This is the entire warranty provided by OMNOVA for the Product, and no terms or conditions other than those stated herein, whether oral or written, shall be binding on OMNOVA unless made in writing and signed by an authorized officer of OMNOVA. ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED, OR IF REQUIRED BY LAW, ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD PROVIDED HEREIN. YOUR REMEDY FOR DEFECTIVE OR NON-CONFORMING PRODUCT IS FULLY DESCRIBED ABOVE. YOU ARE NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THIS LIMITED WARRANTY. OMNOVA IS NOT RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.



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