



viewnique™
“INK AND MEDIA” Warranty

Subject to the conditions and limitations below, OMNOVA warrants that for a period of five (5) years from the date of shipment that the product will conform to the published product specifications and that if such product is printed on OMNOVA Type 1 and Type 2 wall coverings such materials shall resist stains and abrasions, maintain color stability and will have a Class ‘A’ Fire Rating. This limited warranty extends to only the end user of the product.

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 OMNOVA; (g) product that has been altered by anyone other than OMNOVA; 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 product 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 OMNOVA WITH RESPECT TO ITS PRODUCT. OMNOVA 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 PRODUCT, OR OMNOVA'S CONDUCT IN RELATION TO SUCH USE, AND IN EACH SUCH CASE, WHETHER OR NOT THE PURPOSE OR USE OF THE PRODUCT HAS BEEN DISCLOSED TO OMNOVA AND WHETHER OR NOT THE PRODUCT IS SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY OMNOVA FOR CUSTOMER'S USE OR PURPOSE.

If, during the warranty period, the product fails to conform to the foregoing limited warranty, OMNOVA's sole and exclusive liability and Customer's sole and exclusive remedy shall be (at OMNOVA's option) to replace or refund the purchase price for the nonconforming product, subject to OMNOVA being promptly notified in writing and being provided with the nonconforming product for inspection. Any permitted claim against OMNOVA 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 OMNOVA 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 OMNOVA AS PURCHASE PRICE FOR THE PRODUCT WHICH IS THE SUBJECT OF A CLAIM, OR (b) ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF OMNOVA 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.