

## **LIMITED WARRANTY FOR S&F ARCHITECTURAL PANELING PRODUCTS**

**APPLICABLE TO: DURAPALM, REVEAL, LINEAR LINE, LINEAR SOUND, FUTURA, FRACTAL, LOUVER, & GROOVY PANELS**

This Limited Warranty ("Warranty") is extended by Smith & Fong Company ("Smith & Fong," "S&F," "We," and "Our") to (a) the original purchaser ("You" and its other forms) of (b) S&F architectural paneling products only ("Product(s)") (c) purchased from S&F, its authorized resellers and distributors, which are (d) installed at the original installation location. The original purchaser also includes the owner of the location where the Product is initially installed. The original purchaser acknowledges it has read this Warranty, understands and is bound by its terms, and agrees to provide this Warranty to the initial owner of the installation location for the Products. This Warranty gives You specific legal rights, and You may have other rights which vary from state to state. This Warranty is limited by warranty conditions as expressed in our applicable Product installation and maintenance guides. **ANY FAILURE TO FOLLOW OUR INSTALLATION AND MAINTENANCE GUIDES, INDUSTRY INSTALLATION STANDARDS OR PROCEDURES, OR THESE WARRANTY TERMS, WILL VOID ANY COVERAGE THAT MIGHT OTHERWISE BE AVAILABLE UNDER THIS WARRANTY. THERE IS NO WARRANTY COVERAGE FOR ANY PRODUCT PURCHASED FROM AN UNAUTHORIZED RESELLER OR DISTRIBUTOR AND S&F RESERVES THE RIGHT TO DENY ANY SUCH WARRANTY REQUEST OR CLAIM.**

(1) Warranty Coverage: Products are free of defects in material and workmanship for one (1) year from the delivery date. Warranty Coverage may be extended to the first transferee from the original purchaser provided that S&F is notified in writing of the transfer within sixty (60) days after the date of the transfer of the real property where the Products are installed.

(2) Disclaimer of Implied Warranties: This Warranty provides the sole and exclusive remedies available to You and supersedes any other representations. S&F neither assumes nor authorizes any person to assume or extend on its behalf any other warranty or obligation. This Warranty constitutes the entire obligation of S&F and there are no other warranties, express or implied, other than as stated herein. S&F specifically **DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ALLEGED TO ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.** In no event shall any implied warranty imposed by law exceed the shortest applicable warranty period under this Warranty or imposed by operation of law. Some states do not allow the exclusion or limitation of implied warranties, so the above limitation or exclusion may not apply to you.

(3) Warranty Exclusions: This Warranty does not cover removal or re-installation of Products, or any labor required to do so. No warranty coverage is provided for (a) any damage or defect due to exposure of Products to extreme variations in heat, humidity, moisture or dryness, including water saturation, or changes in ambient moisture or humidity; (b) impact damage, normal wear and tear, indentations, scratches or surface damage caused by failure to protect and maintain material properly; (c) sagging or warping, or variations in color, grain, or markings, which are ordinary to natural products or develop over time because of various processes such as exposure to sunlight, or for any failure of the paneling products to lack matching grain or color, or for any failure for color or grain to match across various panels, or across multiple productions runs, including for example any failure of Products to be "bookmatched" or "flitchmatched"; (d) any defect or damage, including for example "checking" or other surface imperfection or cracks, due to improper storage, maintenance, or installation, including due to any failure to store the Products in a clean, dry, enclosed area that is protected from natural elements, or for storage where ambient environmental conditions are not maintained within an acclimatization range suitable for the ultimate installation location; (e) failure to properly acclimatize Products prior to installation; (f) normal wear and tear during use, including due to exposure to various environmental pollutants such as smoke, fumes, leaks; (g) any Products that are removed and subsequently reinstalled at a different location, or any alterations made during or after installation, including for painting, coatings, use of cleaning solutions or other material. Any damage caused to Products during shipping is the responsibility of the shipping company and is not covered under this Limited Warranty. Due to the unique construction of the Products, which are heavily carved on one surface, all Products are unbalanced and flexible in nature, intending to accommodate installation on flat surfaces, but not intended for any use as a structural or load-bearing member. Due to this unbalanced construction, Products may not lay flat other than as appropriately installed on a suitably flat supporting surface.

(4) Warranty Claims: If Products do not conform to this Warranty, You must notify Smith & Fong in writing within fourteen (14) days of first observation of failure by contacting us at 394 Bel Marin Keys Blvd., Ste. 6, Novato, CA, 94949; [legal@plyboo.com](mailto:legal@plyboo.com); +1 (415) 896-0577 (Phone), +1 (415) 896-0583 (Fax). **YOU MUST PROVIDE WRITTEN NOTICE OF YOUR CLAIM WITHIN THIRTY (30) DAYS OF WHEN YOU DISCOVERED THE DEFECT, OR WHEN YOU SHOULD HAVE DISCOVERED THE DEFECT IN THE ORDINARY EXERCISE OF DUE CARE.** You must provide S&F with a reasonable opportunity to inspect or examine the Products before You undertake any repair, removal, or replacement. **FAILURE TO COMPLY WITH THIS PARAGRAPH WILL VOID YOUR WARRANTY COVERAGE.**

(5) Warranty Remedies: Following notice of any defect and submission of a Warranty Claim by You, S&F, at its sole option and discretion, shall provide conforming product to replace any nonconforming or defective product, refund the purchase price, or the percentage of the purchase price for the nonconforming product equal to the percentage of the Warranty Period remaining when You notified S&F. In no event shall S&F be liable for any cost or damages incurred for the removal or reinstallation of the product, any fixtures or items of furniture, or for any labor costs incurred.

(6) Exclusion of Incidental and Consequential Damages: **IN NO EVENT SHALL S&F BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ALLEGED TO HAVE ARISEN UNDER THIS WARRANTY, INCLUDING FOR ANY DAMAGE TO THE BUILDING, ITS CONTENTS, OR ITS OCCUPANTS, OR ALLEGED TO BE OWING DUE TO THE FAILURE TO DELIVER GOODS, OR FROM ANY USE, MISUSE OR INABILITY TO USE THE PRODUCT DUE TO DEFECTS IN THE PRODUCT. IN NO EVENT SHALL S&F'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS. S&F LIABILITY IS LIMITED TO THE STATED TERMS OF THIS LIMITED WARRANTY IRRESPECTIVE OF WHETHER ANY CLAIM IS BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY OR CAUSE OF ACTION.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.