LIMITED AND EXCLUSIVE WARRANTY



HD Walls ("Manufacturer / Distributor") warrants that for a period of five years from the sale of its digital wallcovering products ("Products") that the Products shall be free of manufacturing defects, and that Products shall not separate from their backings, and/or exhibit stains caused by bleeding of impurities. Products should not support the growth of mildew when Products are properly printed and installed on a sound wall following the recommended preparation and hanging procedures outlined in the installation instructions, and are adequately maintained and used under normal conditions.

HD Walls Limited and Exclusive Warranty is not assignable or transferable and extends only to purchasers who are the owners of products at the time of installation.

This 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) design, installation or construction defects and/or deficiencies of any kind or nature; (g) fire, flood or other acts, omissions, causes or events beyond HD Walls's' control; (h) wallcovering that has been altered by anyone other than HD Walls; or (i) any other loss, cost, damage, defect or deficiency not within the scope of this limited and exclusive warranty.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY HD WALLS WITH RESPECT TO THESE PRODUCTS. ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES CLAIMED TO ARISE FROM TRADE USAGE, CUSTOM OR COURSE OF DEALING. HD Walls shall supply replacment products free of charge if HD Walls determines upon inspection that any Products fail to conform to this warranty. The foregoing constitutes the SOLE AND EXCLUSIVE REMEDY for breach of this warranty.

IN NO EVENT WILL HD WALLS OR IT'S DISTRIBUTORS BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE. THIS LIMITED AND EXCLUSIVE WARRANTY SHALL SUPERSEDE AND CONTROL ANY OTHER REPRESENTATIONS AND/OR WARRANTIES WITH RESPECT TO THIS PRODUCT. IN NO EVENT SHALL HD WALLS' LIABILITY EXCEED THE PURCHASE PRICE AND/OR INVOICED VALUE OF THE GOODS.

All claims under HD Walls's Limited and Exclusive Warranty must be submitted, in writing, to your supplier, within thirty (30) days after Buyer discovers and/or should have discovered the alleged defects. HD Walls shall then be provided a reasonable opportunity to examine the allegedly nonconforming Products and verify any such defect before its use or further processing. FAILURE OF BUYER TO COMPLY WITH THESE NOTICE PROVISIONS SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT THERETO.