

A W A K E

## Ceiling & Wall Textile Products

**MARK**

10 Year Warranty

**GOODS**

### 1. What is Covered

Awake Graphics LLC is a manufacturer of wide-span fabric products and related perimeter track used to install wide-span fabric products (the “Products”).

Subject to the conditions and limitations of this Warranty, Awake Graphics warrants the Products to be free from Manufacturing Defects (defined below) (e.g. sagging and warping due to a Manufacturing Defect).

If Awake Graphics determines, in its sole and subjective discretion, that Products have a manufacturing defect covered under the terms of this Warranty (a “Manufacturing Defect”), the sole obligation of Awake Graphics under this Warranty is to provide identical or substantially similar Products (not including installation charges or other costs associated with removal of or installation of any new Products) and pay any shipping charges in connection therewith, as determined by Awake Graphics, in its sole and subjective discretion.

### 2. Warranty Period

Awake Graphics guarantees, for a period of ten years, that the goods are free from any defect that could affect their resistance to heat and cold or affect their colors in the normal conditions of exposure to light, to the exclusion of any other guarantee of any other type. It is hereby expressly agreed that the products shall be installed by professional installers trained in the installation techniques specific to Awake Graphics’ products. The vendor shall not be liable in any way if the goods are not installed by such personnel.

Buyer shall indemnify Awake Graphics against any claim from its insurers or other parties with whom it has contractual relations. In all circumstances (including but not limited to defects, failure to deliver, mis-delivery), Awake Graphics’ guarantee is limited to the replacement of all or part of the Products recognized to be defective, or, at the sole option of Awake Graphics, a return of the Products and refund of the purchase price,

excluding any additional liability or compensation for any reason. Third-party liability of Awake Graphics for any cause shall be limited to an amount equal to the payment received for the sale of the Products.

In no event shall Awake Graphics be liable to buyer for any special, indirect, incidental, reliance, exemplary or consequential damages or to cover any loss of profit, revenue or use in connection with, arising out of, or as a result of the sale, delivery, servicing, use or loss of use of the products sold hereunder or for any liability of Buyer to a third party with respect thereto. Buyer shall inspect for nonconformity promptly upon receipt of product. Failure by the Buyer to give Awake Graphics written notice of a claim within thirty (30) days from date of delivery, or in the case of non-delivery, from the date of fixed delivery, shall constitute a waiver by the Buyer of all claims with respect to such Products.

### **3. Limitations**

The following are exclusions from this Warranty and are not covered by this Warranty:

(a) This Warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to: (i) exposure to chemical fumes, corrosive agents (e.g. chlorine), vibrations, moisture, excessive humidity, use in temperatures below 32°F (0°C) or above 120°F (49°C), excessive dirt or dust buildup due to failure to regularly clean the Products; (ii) misuse, abuse, neglect, improper handling, or storage; (iii) improper installation not in strict adherence with Awake Graphics' written installation instructions or installation by an individual or entity that is not approved by Awake Graphics, as determined by Awake Graphics in its sole and subjective discretion; (iv) normal weathering, discoloration, fading, chalking or oxidation; (v) damage resulting from accidents, fire, vandalism, wind-blown or foreign objects, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God; (vi) defects in, failure of, or damage to the building structure or material on which the Products were installed, structural defects, and/or damage caused by movement, distortion, cracking or settling of the wall, framing, or the foundation of the structure on which the Products are attached; and (vii) Products installed outside and/or in direct sunlight.

(b) This Warranty is not effective unless all monies owed to Awake Graphics in connection with the applicable Products have been paid.

(c) This Warranty does not cover the Products' seam appearance or failure of seam performance.

(d) This Warranty does not cover any occurrence, condition, or defect other than a Manufacturing Defect.

#### **4. Claims**

To make a warranty claim, provide us with a written notice submitted with such notice containing:

- (1) a description of the claimed defect;
- (2) the Original Owner's name, address, and telephone number;
- (3) the date of installation of the Products;
- (4) a copy of the invoice from the installer of the Products;
- (5) the receipt or invoice for the Products, and
- (6) a copy of this Warranty to:

Awake Graphics  
ATTN: Warranty Claim  
345 Rachel Carson Trail  
Ithaca, NY 14850  
hello@awake.graphics

Awake Graphics will reply to written notifications within a reasonable period of time following receipt of such notifications, and reserves the right to require that additional information and/or evidence of the claimed defect be provided by the Original Owner upon request. Further, Awake Graphics reserves the right to inspect the Products claimed to be defective within a reasonable period of time (not to exceed 90 days) subsequent to receipt of the written notification.

#### **5. DISCLAIMERS**

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED SOLELY ON AN "AS IS" BASIS AND AWAKE GRAPHICS MAKES NO OTHER WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AWAKE GRAPHICS SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF SUCH DISCLAIMER OF ANY IMPLIED WARRANTY IS NOT PERMITTED BY LAW, THE DURATION OF ANY IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE WARRANTY PERIOD AS SET FORTH ABOVE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SUCH LIMITATIONS MAY NOT APPLY. IF APPLICABLE LAW SPECIFIES A MINIMUM WARRANTY PERIOD THAT IS LONGER THAN THE WARRANTY PERIOD SET FORTH HEREIN, THEN THE WARRANTY PERIOD SHALL BE CONFORMED TO THE MINIMUM PERIOD SO REQUIRED.

## **6. Limitation of Liability**

IN NO EVENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, SHALL AWAKE GRAPHICS, ITS DISTRIBUTORS, OR SUPPLIERS BE LIABLE TO THE ORIGINAL OWNER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OF ANY NATURE WHATSOEVER, ARISING OUT OF THE USE OF OR INABILITY TO USE ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF VALUE OF THE PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE PRODUCT, OR LOSS OF USE OF THE PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE PRODUCT, EVEN IF AWAKE GRAPHICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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