

## **Five Year Limited Warranty Nautolex PVC Marine Upholstery Products**

Subject to the limitations and conditions described below, OMNOVA Solutions Inc. (“OMNOVA”) warrants to you, the original boat manufacturer, that for a period of five (5) years from the date of a retail sale of a boat utilizing Nautolex PVC Marine upholstery product (the “Product”) the Product will not exhibit defects in materials or workmanship, when used under normal conditions, in marine upholstery applications. If Product fails to conform to this Limited Warranty, then OMNOVA will provide replacement Product to you, free of charge, and if such failure occurs within two (2) years from the date of purchase, then OMNOVA will also issue a credit memo to cover your documented out-of-pocket labor costs incurred to re-upholster the end use product, but not exceed forty dollars (\$40) per linear yard for each linear yard of Product replaced. This Warranty extends only to the original boat manufacturer and is not transferable.

This Limited Warranty does not cover issues arising from: (a) pink staining; (b) degradation resulting from interaction with other components of an upholstered product; (c) damage caused by post sale application of coatings, conditioners or other surface treatments; (d) improper installation or structural failure of the upholstered product; (e) damage caused by accidents, misuse, abuse or vandalism; (f) deterioration caused by exposure to harsh or abnormal environmental conditions; or (g) deterioration due to exposure to cleaners or methods of cleaning which do not comply with OMNOVA’s standard care and cleaning instructions as set forth at <https://www.omnova.com/en/products/coated-fabrics/nautolex>.

Claims under this Limited Warranty should be made by sending an email to your designated customer care representative. 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: date of purchase, details regarding installation, purchase price, mode of failure or defect, and pictures of the non-conformity. Any claim against OMNOVA under this Limited Warranty must be brought within six (6) months after the non-conformity is discovered, otherwise such claim shall be deemed irrevocably waived.

**THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY OMNOVA WITH RESPECT TO 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; ANY IMPLIED WARRANTY OF FITNESS FOR ANY 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. THE REMEDY DESCRIBED ABOVE IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY ISSUES RELATING TO THE PRODUCT, INCLUDING PRODUCT DEFECTS OR NONCONFORMITIES. EXCEPT AS EXPRESSLY SET FORTH ABOVE, LABOR AND ALL OTHER EXPENSES RELATING TO REPAIR OR REINSTALLATION ARE NOT INCLUDED. IN NO EVENT WHATSOEVER SHALL OMNOVA OR ANY OF ITS EMPLOYEES, AGENTS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF OMNOVA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES ARISING FROM OR RELATING TO ANY INJURY TO PERSONS; LOSS OF VALUE OR USE (INCLUDING WITHOUT LIMITATION, DIMINUTION IN VALUE OR STIGMA DAMAGES); LOSS OF ANTICIPATED REVENUE OR PROFIT; COST OF CAPITAL; DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT; CLAIMS MADE BY END-USERS; OR COST OF SUBSTITUTE SUPPLIES, FACILITIES OR SERVICES.**

This Limited Warranty shall be construed according to the laws of the State of Ohio without regard to its conflict of laws provisions.