

LIMITED WARRANTY
S&F ARCHITECTURAL 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 ("Panels"), (c) purchased from S&F, its authorized resellers and distributors, and (d) installed at the original installation location. There is no warranty coverage for any Panels purchased from an unauthorized reseller or distributor. 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 expressed in our applicable 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.**

(1) Covered Panels & Warranty Coverage: This Warranty applies to all S&F paneling products used for wall and ceiling applications, including ARC, Basso, Cosmpolitan, Durapalm, Fractal, Futura, Futura Sound, Gravity, Linear, Linear Sound, Living Hinge, Louver, Plyboo Sound, Pleat&Weave, and Reveal Panels. Panels are warranted to be free of defects in material and workmanship for one (1) year from the delivery date.

(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, installation, or re-installation of Panels, or any labor required to perform any such service. No warranty coverage is provided for (a) any damage or defect due to exposure of Panels 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 other damage caused by failure to protect and maintain material properly; (c) 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, any failure of the Panels to lack matching grain or color, or any failure for color or grain to match across various panels, or across multiple productions runs, including for example any failure of Panels to be "bookmatched" or "flitchmatched", as well as variations due to orders for the same project being placed at separate times and consequently coming from different batches of Panels or finishes; (d) any defect or damage, including for example sagging or warping, "checking," or other surface imperfection or cracks, due to improper storage, maintenance, or installation, including due to any failure to store the Panels 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 Panels 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 Panels that are removed and subsequently reinstalled at a different location, or any alterations made to the Panels during or after installation, including for painting, coatings, use of cleaning solutions or other material, and (h) failure to install the Panels on a flat substrate suitable to support the Panels. Due to the unique construction of the Panels, which are heavily carved on one surface, all Panels are flexible in nature and intended for installation on flat surfaces, but not for any use as a structural or load-bearing member. Due to this flexible construction, Panels may not lay flat other than as appropriately installed on a suitably flat supporting surface as further explained in the applicable installation guidelines.

(4) Warranty Claims: You must notify Smith & Fong in writing to make a claim under this Warranty by contacting us at 394 Bel Marin Keys Blvd., Ste. 6, Novato, CA, 94949; legal@plyboo.com; +1 (415) 896-0577 (Phone), +1 (415) 896-0583 (Fax). **YOU MUST PROVIDE WRITTEN NOTICE OF YOUR CLAIM WITHIN TEN (10) DAYS OF WHEN YOU DISCOVERED THE DEFECT, OR WHEN YOU SHOULD HAVE DISCOVERED THE DEFECT IN THE ORDINARY EXERCISE OF DUE CARE.** Any damage caused to Panels during shipping is the responsibility of the shipping company and is not covered under this Limited Warranty. To accommodate any insurance claim for damage incurred during shipping, **NOTICE OF SHIPPING DAMAGE CLAIMS MUST BE PROVIDED WITHIN FIVE (5) DAYS OF RECEIPT OF SHIPMENT.**

(5) Warranty Remedies: You must provide S&F a reasonable opportunity to inspect the Panels before You undertake any repair, removal, or replacement. **FAILURE TO COMPLY WITH INSPECTION WILL VOID ANY AND ALL WARRANTY COVERAGE.** Following notice of any defect and submission of a Warranty Claim, S&F, at its sole option and discretion, shall provide conforming product to replace any nonconforming 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.