Boltaflex Warranty

Subject to the limitations and conditions described below, the manufacturer warrants to you, its direct customer, that for a period of five (5) years from the date of purchase of any Boltaflex PVC and BoltaSoft PVC upholstery product (the "Product") the Product will not exhibit defects in materials or workmanship, when used under normal conditions, in commercial office, healthcare, hospitality, or automotive aftermarket applications. If Product fails to conform to this Limited Warranty, then the manufacturer will provide replacement Product to you, free of charge, and if such failure occurs within two (2) years from the date of purchase, then the manufacturer 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 Limited Warranty does not cover issues arising from: (a) staining or degradation resulting from interaction with other components of an upholstered product; (b) damage caused by post sale application of coatings, conditioners or other surface treatments; (c) improper installation or structural failure of the upholstered product; (d) damage caused by accidents, misuse, abuse or vandalism; (e) deterioration caused by exposure to harsh or abnormal environmental conditions; or (f) deterioration due to exposure to cleaners or methods of cleaning which do not comply with the manufacturer's standard care and cleaning instructions.

Claims under this Limited Warranty should be made by contacting our customer care team. The manufacturer 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 the manufacturer including: date of purchase, details regarding installation, purchase price, mode of failure or defect, and pictures of the non-conformity. Any claim against the manufacturer 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 THE MANUFACTURER WITH RESPECT TO PRODUCT. THE MANUFACTURER 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 RE-INSTALLATION ARE NOT INCLUDED. IN NO EVENT WHATSOEVER SHALL THE MANUFACTURER OR ANY OF ITS EMPLOYEES, AGENTS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THE MANUFACTURER 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.

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