

## **INTERIOR FABRIC** Limited Warranty

Mermet conditionally warrants to its direct customer that its interior solar control fabrics will meet Mermet's technical specifications in materials and workmanship and will maintain their functionality under normal conditions of use and treatment for a period of five (5) years from date of original fabric invoice. This warranty does not cover normal changes to the fabric properties which occur during exposure to ambient conditions. Additional conditions to warranty coverage are that:

- the fabric remains in its original installed location
- the fabric be used and undergo treatment in accordance with Mermet's technical specification
- the fabric be maintained in accordance with Mermet's care instructions
- claims be reported, and fabric be returned, as set forth below

This five (5) year interior warranty only applies to the fabrics identified below:

- GreenScreen® Evolve<sup>TM</sup>
- GreenScreen® Reflect<sup>TM</sup>
- GreenScreen Revive®

Mermet's customer must report, to Mermet's Quality Department;

- any fabric quality claims (color variations, weaving abnormalities, or other defects) prior to fabrication or installation of the window shade
- any claims due to fabric loss of functionality prior to removal of the shade system from the window

Defective fabric must be returned to Mermet without hardware and within 50 days after the defect or loss of functionality has been discovered.

This warranty does not cover the costs of labor, dismantling the fabric from hardware or other installation, reassembly of replacement fabric onto hardware or other installation, transport or shipping, loss of time or inconvenience. Under this warranty, Mermet's sole obligation, and the customer's sole remedy, will be the replacement of nonconforming fabric, timely returned to Mermet, after inspection and agreement by its Quality Department. Such replacement will be with like or similar fabrics.

IN NO EVENT SHALL MERMET BE LIABLE FOR LOSS OF PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF THE SALE OF FABRIC TO THE CUSTOMER, OR ANY CLAIM MADE AGAINST THE CUSTOMER BY ANY THIRD PARTY, EVEN IF MERMET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM. IN NO EVENT SHALL MERMET'S LIABILITY EXCEED THE PURCHASE PRICE ACTUALLY PAID BY THE CUSTOMER FOR THE FABRIC IN RESPECT OF WHICH SUCH CLAIM IS MADE.

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