

LIMITED WARRANTY FOR GRAVIO EMBOSSED TYPE

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND AMONG JURISDICTIONS.

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT <https://interra-usa.com/wallpanel/>.

SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, INTERRA USA, INC. (“WE”) WARRANT THAT DURING THE WARRANTY PERIOD, THE GRAVIO EMBOSSED TYPE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP (THE “LIMITED WARRANTY”).

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. OUR RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

Who May Use this Limited Warranty?

Interra USA, Inc. extends this Limited Warranty to the consumer who originally purchased the Gravio Embossed Type product (“you”). In the case of a contractor purchasing the Gravio Embossed Type product for installation in a customer project, this Limited Warranty will extend to the ultimate owner of such project (“you”).

How Long Is the Warranty Period?

The warranty period for the Gravio Embossed Type product is two (2) years from (a) the date of product installation, or (b) the date when the building or unit containing the installed product is taken possession of, whichever occurs later (“Warranty Period”). The Warranty Period is not extended if we repair or replace the product. We may change the availability of this Limited Warranty at our discretion, but any changes will not be retroactive.

What Is Covered by this Limited Warranty?

The Limited Warranty extends to repairs or replacement of manufacturing defects in the Gravio Embossed Type product occurring within the above Warranty Period timeframe. A manufacturing defect is one which can be traced back to the manufacturing process for which we are solely responsible. These are the only defects covered under the Limited Warranty. The defect may involve defective materials, or it may be a defect in workmanship. To obtain warranty service, please contact your retailer or distributor who sold you the Gravio Embossed Type product (see “How Do You Obtain Warranty Service” below) to place a warranty service request.

What is NOT Covered By This Limited Warranty?

The Limited Warranty and remedy are expressly conditioned upon installation of the Gravio Embossed Type product according to the proper procedures described in the Installation Manual and use of the product in normal environmental conditions and appropriate maintenance of the product in accordance with the provisions of the Instruction Manual. The Limited Warranty does NOT cover:

1. Travel costs for repair or replacement work occurring outside of the Continental United States, Canada or Mexico.
2. Defects caused by repair of the product by unauthorized personnel;
3. Damage intentionally caused to products by any person;
4. Defects caused by architectural design or construction where the product is installed;
5. Defects caused by the use of installation techniques and methods other than those described in the Installation Manual;
6. Defects such as warping or splitting of product, and other defects caused by the surrounding environment or natural phenomena outside of normal environmental conditions set forth in the Instruction Manual, including without limitation, natural disasters such as fires, earthquakes, floods, and avalanches, or environmental conditions such as pollution, salt damage, abnormally high/low temperatures, high humidity, or excessive dryness;
7. Defects such as gaps, warping, or creaking sounds in the product caused by the installation of the product in a room where the difference in relative humidity inside and outside of the room is extreme and in excess of the normal environmental conditions set forth in the Instruction Manual;
8. Defects due to installation of the product at a position where there is extreme alternation in the degree of humidity and/or the conditions become extremely hot and humid in excess of the normal environmental conditions set forth in the Instruction Manual;
9. Defects caused by deformation of the building itself, or renovations or other construction initiated after installation of the product;
10. Defects caused by inappropriate use or maintenance of the product by the inhabitants or third parties not in accordance with the Instruction Manual;
11. Defects such as wear, abrasion, marring/chipping, or deformation of the product caused by usage not in accordance with the Instruction Manual;
12. Defects such as fading/discoloration, staining, rust/patina, mold, or deterioration of the product caused by wear and tear occurring over time;
13. Intentional or inadvertent damage to products caused by usage of products other than for their intended use as set forth in the Instruction Manual;
14. Defects due to damage caused by small animals such as dogs, cats, birds, or rodents, or insects;
15. Defects caused by phenomena unforeseeable at the time of manufacture of the product;
16. Defects occurring or that are discovered after expiration of the Warranty Period; or
17. Other defects not directly caused by Daiken Corporation and/or Interra USA, Inc.

Please note that in cases where the product was delivered in a damaged state, you must contact your retailer or distributor who sold you the Gravio Embossed Type product (see “How Do You Obtain Warranty Service” below) to place a warranty replacement request within thirty (30) days of delivery or else we reserve the right to refuse warranty service for the affected product. For all

other warranty service requests for defects occurring after delivery and installation of the product that are within the Warranty Period, please contact your retailer or distributor who sold you the Gravio Embossed Type product as soon as possible after discovery of the defect to place a warranty service request.

What Are Your Remedies Under this Limited Warranty?

With respect to any defective product accepted for warranty service during the Warranty Period, we will, in our sole discretion, repair or replace such product (or the defective portion thereof) free of charge within a reasonable amount of time, or provide a refund of the purchase price of the product (or the defective portion thereof). Product may be repaired or replaced at our discretion and any products subject to replacement become the property of Interra USA, Inc. Any additional work that you request will be at your sole expense.

How Do You Obtain Warranty Service?

To obtain warranty service, please contact your retailer or distributor who sold you the Gravio Embossed Type product. If you need help finding a Gravio Embossed Type retailer or distributor, please contact our customer support via e-mail at: info@interra-usa.com.

LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF INTERRA USA, INC. FOR ANY BREACH OF THIS LIMITED WARRANTY. INTERRA USA, INC.'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL INTERRA USA, INC. UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.