



Marine Upholstery Products for OEM Limited Five Year Warranty

Subject to the limitations and conditions described below, OMNOVA Solutions Inc. warrants to its customers who are manufacturers of boats, seats or trim component parts ("Customers") that OMNOVA will replace **Nautolex**[®] marine upholstery products, topping and trim ("Product") if they fail during normal use due to defects in materials or workmanship during the period of five years from a Customer's retail sale of a boat, seat or completed trim component part containing product.

During the first three (3) years of this warranty, OMNOVA will replace defective Product and pay competitive labor rates for reupholstery of the seat and/or trim, with a limit of twenty dollars per linear yard of Product. During the fourth and fifth years, OMNOVA will supply replacement product, but will not pay for labor or other costs. THE REMEDY DESCRIBED IN THIS PARAGRAPH IS THE SOLE AND EXCLUSIVE REMEDY FOR DEFECTS IN NAUTOLEX PRODUCTS. IN NO EVENT SHALL OMNOVA HAVE ANY LIABILITY FOR ANY LOST PROFITS OR 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); DAMAGE TO OR LOSS OF OTHER PROPERTY; CLAIMS MADE BY END-USERS; OR COST OF SUBSTITUTE MATERIALS.

This warranty specifically excludes (a) staining resulting from mildew growth on adjacent boat components, bleeding from adjacent boat components or contact with suntan lotion; (b) degradation due to the presence of amines in adjacent urethane foam cushioning; (c) damage caused by improper installation or failure of the seat and/or trim parts; and (d) deterioration due to the use of improper cleaning materials or procedures.

OMNOVA MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.



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