

IDEAPAIN, INC.

PULL

Dry Erase + Magnetic System

TERMS OF THE WARRANTY

Lifetime Limited Warranty

IdeaPaint, Inc. warrants its PULL Dry Erase + Magnetic System (“PULL”) product to be free from defects in material and workmanship for a lifetime from the date of purchase. This Warranty is extended only to original purchases from authorized dealers and/or distributors and is non-transferable. In addition, the warranty is exclusively issued to the owner of the building object in which the Product is used. If the owner of the building changes during the lifetime warranty period starting with the manufacturing of the Product, the warranty is voided.

Due to the variations in magnets and their properties, this warranty does not cover the magnetic performance of the PULL system.

This warranty can only be claimed from IdeaPaint, Inc. if the case was reported in writing and IdeaPaint, Inc. is given the opportunity to inspect and examine the faulty place within a period of 4 weeks after the receipt of the claim in writing.

The sole and exclusive remedy for any claim that a product fails to perform as warranted due to a manufacturing or product defect shall be at the option of IdeaPaint, a replacement of the product or a refund of the purchase price. No purchaser or user of the product shall be entitled to any other remedy or damages. Incidental and consequential damages are specifically excluded. In case of a warranty claim, IdeaPaint shall provide at its own cost the necessary replacement product for the product made by IdeaPaint which has failed, in the required quantities needed for the restoration. The replacement product shall be delivered to the place of installation. Further restoration costs (such as mounting costs, costs for substructure renovation) and any subsequent costs shall not be covered by IdeaPaint.

IdeaPaint does not authorize any person or entity to assume for it or any other liability, responsibility, or obligation in connection with the sale for uses of the PULL product, unless specifically authorized by IdeaPaint in writing.

This warranty applies only to Product stored, applied, installed and used in accordance with the manufacturer’s recommendations and technical bulletins and with the recognized standards of construction. This warranty does not cover defects caused by:

1. Improper installation (non-conformance with recognized standards of construction).
2. Damage (not resulting from defects), while in the possession of the customer.
3. Unreasonable use (including failure to provide reasonable maintenance).
Damage or loss due to acts of God, improper storage, catastrophic events such as fire, hurricane, and flood.

DISCLAIMER OF ALL OTHER WARRANTIES: THE FOREGOING EXPRESS WARRANTIES ARE SOLE WARRANTIES MADE BY IDEAPAINTE CONCERNING THE PRODUCT SOLD. THERE ARE NO OTHER WARRANTIES, ORAL OR WRITTEN, AND, IN PARTICULAR, THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.