

## **Fortress Indoor/Outdoor Limited Warranty**

December 2019

Richloom Fabric Group (“Richloom”) is pleased to offer the following limited warranty with respect to color fastness, stain resistance and cleaning performance of our Fortress Indoor/Outdoor products:

Subject to the limitations and conditions described in this limited warranty, Richloom warrants to the original purchaser of Fortress Indoor/Outdoor product that for a period of Five (5) years from the date of sale to the manufacturer of parts/furniture incorporating Fortress Indoor/Outdoor products, the product will maintain color fastness and resist permanent staining from most common household food and beverage products when cleaned in accordance with the Fortress Indoor/Outdoor proper cleaning guidelines set forth on our website. Failure to follow the proper cleaning guidelines voids this warranty.

The Fortress Indoor/Outdoor limited warranty covers normal fabric use when proper care and cleaning instructions are followed. The warranty excludes damage and/or staining from (1) misuse or abuse of our product, (2) exposure to non-food or non-beverage substances including, without limitation, pet stains, hair dyes, shoe polish, paints, inks, nail polish, crayons, bleaches, caustic chemicals, fertilizers, insecticides, iodine, acne medications, drain cleaners, plain food, bodily fluids or substances, vegetable oil based products or foods and beverages that contain strongly colored natural disperse dyes, found, for example, in mustard, herbal tea and red wines. Costs associated with any replacements of the fabric, including labor and installation, are excluded from this warranty.

The application to the fabric of any chemical treatments by a third party other than Richloom, including those purchased at the retail level, voids this warranty.

This warranty applies to the original purchases of the fabric and covers the replacement costs of the fabric only at the original purchase price. Should the original fabric be no longer available Richloom will provide replacement fabric in the same price range. This warranty does not include costs associated with the replacement of the fabric, including, without limitation, labor and installation.

**EXCEPT AS EXPRESSLY SET FORTH ABOVE, RICHLOOM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO FORTRESS INDOOR/OUTDOOR PRODUCTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.**

The provisions of the foregoing limited warranty shall be Fortress Indoor/Outdoor products purchasers’ sole and exclusive remedy with respect to the products. No decision by Richloom to honor claims or provide any remedy exceeding or outside of the foregoing limited warranty in any instance shall constitute a waiver of

any provision of the foregoing warranty with respect to any other instance or establish a course of dealing between the parties that would vary any provision of the foregoing limited warranty.