

Although, from time to time, we may coordinate with an end user of our upholstery material, directly, this warranty applies only to the party that purchased the product from LDI Solutions, LLC. (LDI). We are not obligated to negotiate any portion of a warranty claim with any party other than the original purchaser of our product. The purchasing party is ultimately responsible for negotiating and coordinating any corrective measures, including those not covered by this warranty.

LDI will have a minimum of 30 days to resolve any significant quality dispute.

We guarantee our upholstery fabric will perform in accordance with generally accepted industry standards for up to three years from the date of purchase, in a 24/7 environment, providing our products have been properly installed, maintained, and used under normal conditions \*(see below for "normal use conditions").

LDI warrants that its products are free from defects in material and workmanship and are in compliance with written specifications, if any, LDI has supplied for the products at the time of purchase. We reserve the right to make changes without notice in design, specification, and color.

We disclaim any warranty of our products, express or implied, except as specifically set forth in this paragraph including, but not limited to, the warranties of merchantability and fitness for a particular purpose or application. We only control the production of the product and that it meets our specification. How it is applied, cared for and maintained after purchase is beyond our control. Please view the Care and Maintenance and Upholstering Tips sections of our website (ldiinteriors.com) for suggested best practices. No other statement, description or promise of any kind constitutes a warranty.

Under no circumstances will LDI be liable for any damages or loss (including, without limitation, direct, consequential economic, indirect, down time, or other damages) under any theory of liability. LDI is not obligated or liable to pay for any transportation, labor, or installation costs of replacement material beyond what is outlined in this warranty.

Our exclusive obligation under this warranty, at our option, is replacing, or issuing credit for the amount paid for the products, plus documented out-of-pocket labor costs incurred to re-upholster the end use product. However, any such credit memo for labor costs shall not exceed forty-five U.S. dollars (\$45) per linear yard for each linear yard of product replaced.

### DEFINITION OF "NORMAL USE CONDITIONS"

While we don't anticipate these being issues for you, here are some examples of normal use conditions that are not covered by this warranty:

- If something stains the material and you cannot remove it.
- If someone vandalizes the product.
- If the material begins to sag or puddle.
- If you are combining chemicals without rinsing in between and the material starts to crack or delaminate.

LDI does understand that current cleaning and disinfecting protocol at health systems throughout the world do not match the LDI suggested Care and Maintenance Instructions. Healthcare infection control practices often make adherence to these instructions impractical. LDI's position is that these chemicals will shorten the useful lifespan of any upholstery material, especially when they are not rinsed after application. However, LDI maintains a list of approved chemicals for each upholstery material. When one approved cleaner or disinfectant is used, whether it is rinsed or not, LDI guarantees against failure for 3 years from the date of purchase.