

36 South 18th Avenue,  
Brighton, CO 80601, USA  
Email: info@bodaq.com  
Phone: +1-877-387-2228

## **BODAQ PRODUCT WARRANTY**

### **Product**

Hyundai Bodaq Architectural Films (the “Product(s)”) are a decorative type of vinyl film for interior applications.

### **Bodaq Basic Product Warranty**

The Product(s) specified in this document are warranted to be free of defects in materials and manufacture (“Bodaq Basic Product Warranty”) on the date of shipment (“Warranty Period”) by Bodaq Finishes LLC or its authorized distributor.

### **Bodaq Limited Warranty**

1. For Products used in Interior Applications in USA, Bodaq Finishes LLC makes the following warranty (the "Bodaq Limited Warranty") for the applicable time period stated below ("Warranty Period"), which will begin on the earlier of:

- (a) Product installation date;
- (b) Six months after Bodaq's Product shipment date.

The Product will have no significant discoloration, cracking or other similar visual defects for the applicable time period below:

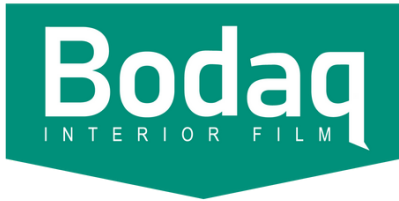
<b>Application</b>	<b>Warranty Period</b>
Interior Application	10 Years

### **Application of the Product to exterior surfaces is not warranted.**

2. For a buyer’s convenience, Bodaq may provide engineering or technical information, recommendations, installation instructions or guides, and other information or materials relating to a Product (“Other Product Information”), but Bodaq makes only the Bodaq Basic Product Warranty and the Bodaq Limited Warranty, and does not warrant any Other Product Information.

3. Bodaq Finishes LLC has no obligation under the Bodaq Basic Product Warranty or the Bodaq Limited Warranty as to Product that has been:

- (a) modified, altered or processed in any manner;



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- (b) stored, applied, installed, or used in a manner other than that Bodaq recommends in this document and in all Other Product Information;
- (c) damaged through contact with a person or thing, misuse, accident, neglect, or other action by anyone other than Bodaq;
- (d) improperly installed, including, without limitation, installation after the expiration the Product's shelf life or installation without proper surface preparation, or
- (e) exposed to excessive heat, humidity, dirt or UV light.

4. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE BODAQ BASIC PRODUCT WARRANTY AND THE BODAQ LIMITED WARRANTY ARE MADE IN LIEU OF ALL OTHER WARRANTIES, RIGHTS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. THE BUYER IS RESPONSIBLE FOR DETERMINING IF A PRODUCT IS SUITABLE FOR ITS PARTICULAR PURPOSE AND APPLICATION METHODS.

5. Bodaq Finishes LLC must receive any Bodaq warranty claim in writing no later than 10 business days after:

- (a) the end of the Warranty Period;
- (b) the discovery of the Bodaq warranty claim, whichever is earlier.

### **Limited Remedy**

IF ANY PRODUCT IS PROVEN NOT TO HAVE MET THE BODAQ BASIC PRODUCT WARRANTY OR THE BODAQ LIMITED WARRANTY DURING THE WARRANTY PERIOD, THEN THE BUYER'S EXCLUSIVE REMEDY, AND BODAQ'S SOLE OBLIGATION, WILL BE, AT BODAQ'S OPTION, TO REPLACE THE NONCONFORMING PRODUCT OR TO REFUND THE NONCONFORMING PRODUCT'S PURCHASE PRICE.

### **No Extension of Warranty**

In the case of an approved warranty claim, the replacement Product will carry only the remaining term of the original warranty period.

### **Limitation of Liability**

BODAQ WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO A BUYER FOR DIRECT (other than the Limited Remedy stated above), SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) IN ANY WAY RELATED TO THE PRODUCT, THE TECH DATA SHEET OR OTHER PRODUCT INFORMATION, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH SUCH DAMAGES ARE SOUGHT.