



## WILSON FABRICS

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THEATRE  
TO  
YOUR  
LIFE

## Wilson Blind & Drapery Fabrics

### ***Limited 5 Year Warranty***

Wilson Fabrics conditionally warrants to its direct customer that its BLIND and DRAPERY fabrics as listed below will maintain their functionality under normal conditions of use and treatment for a period of five (5) years from date of original fabric invoice.

This five (5) year Warranty only applies to the fabrics listed below.

#### Blind Fabric Ranges

- Mercury II
- Tuscany II
- Boston II
- Broome II
- Concord II
- Matrix
- Moma
- Marley

#### Drapery Fabric Ranges

- Darwin
- Boston II
- Broome II
- Morocco II
- Delhi II

This warranty does not cover normal changes to the fabric properties which occur during exposure to ambient conditions. Additional conditions to warranty coverage are that:

- The fabric remains in its original installed location
- The fabric is to be maintained in accordance with Wilson's care instructions
- Claims be reported, and fabric be returned, as set forth below

Wilson's customer must report, to Wilson's Quality Department;

- Any fabric quality claims (colour variations, weaving abnormalities, or other defects) prior to fabrication or installation of the window shade
- Any claims due to fabric loss of functionality prior to removal of the shade system from the window

Defective fabric must be returned to Wilson without hardware and within 30 days after the defect or loss of functionality has been discovered.

This warranty does not cover:

- The costs of labour, dismantling the fabric from hardware or other installation, reassembly of replacement fabric onto hardware or other installation, transport or shipping, loss of time or inconvenience.
- Force majeure including, without limitation, storm, fire, floods, standing water, explosions, earthquakes, vandalism, riots, acts of war, pollutants, acts of God or other occurrences beyond the control of Wilson Fabrics.

Under this warranty, Wilson's sole obligation, and the customer's sole remedy, will be the replacement of nonconforming fabric, timely returned to Wilson, after inspection and agreement by its Quality Department. Such replacement will be with like or similar fabrics.

IN NO EVENT SHALL WILSON BE LIABLE FOR LOSS OF PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF THE SALE OF FABRIC TO THE CUSTOMER, OR ANY CLAIM MADE AGAINST THE CUSTOMER BY ANY THIRD PARTY, EVEN IF WILSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM. IN NO EVENT SHALL WILSON'S LIABILITY EXCEED THE PURCHASE PRICE ACTUALLY PAID BY THE CUSTOMER FOR THE FABRIC IN RESPECT OF WHICH SUCH CLAIM IS MADE.

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