

LIFETIME LIMITED WARRANTY

The warranties provided by Crescent Cardboard Company, LLC ("Crescent") in this statement of limited warranty apply only to covered products originally purchased by you for your use.

Covered Products: RagMat® matboard

Warranty Period: *For the life of the product (From the time the framed piece is completed, according to accepted industry standards for conservation framing, until it is reopened for any reason).*

Limited Warranty: Crescent warrants that, *for the life of the Covered Products, they will not deteriorate or become non-functional if used according to industry standards for conservation framing. This warranty allows for the recovery of damages to the Covered Products and the artwork when framed according to accepted industry standards and when the damage can be directly attributed to the Covered Products.* The warranty only applies to artwork matted in finished framed pieces using Covered Products that have been properly handled and used under normal conditions.

Making Claims: To make a claim under this warranty, contact Crescent by fax or mail using the contract information below, and provide a brief description of the problem. Crescent will contact you with further details, and may require, as a condition to this limited warranty, that any framed piece containing a Covered Product claimed as defective be sent to Crescent at the address below for inspection. *If, after review, it is determined that the Covered Products directly resulted in damage to the artwork, Crescent will refund the Retail Value of the Covered Products and artwork NOT TO EXCEED \$1,000.00. If, after review, it is determined that the Covered Products played no role in damage to the artwork, the framed piece shall be returned at the claimant's expense. All reviews of damaged materials shall conclude no later than 30 days after receipt by Crescent.*

Exclusions and Limitations: This limited warranty does not cover: problems resulting from misuse, alteration, accident, or neglect, or damage caused by acts of God.

This warranty applies only to damages to Covered Products and the artwork, when framed according to accepted industry practices, that can be directly attributed to the Covered Products (Crescent shall be the sole judge in determining whether damage was caused by Covered Products). In total, NO AWARD FOR DAMAGES CAUSED BY COVERED PRODUCTS SHALL EXCEED \$1,000.00 (based upon retail value of the Covered Products and the artwork) at the time damage is claimed. Retail value of the Covered Products and the artwork shall be the sole measure of value used in determining award for damages.

To the extent permitted by applicable law, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE COVERED PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If implied warranties may not be disclaimed under applicable law, then ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD UNLESS A SHORTER STATUTORY PERIOD APPLIES. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

To the extent permitted by applicable law, IN NO EVENT SHALL CRESCENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES UNDER THIS LIMITED WARRANTY OR OTHERWISE RELATED TO THE COVERED PRODUCT (*EXCEPT ARTWORK*), EVEN IF CRESCENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CRESCENT'S LIABILITY TO YOU FOR DAMAGES (*TO THE COVERED PRODUCTS AND THE DAMAGED ARTWORK*) SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU FOR THE COVERED PRODUCT AND DAMAGED ARTWORK AS TO WHICH THE CLAIM AROSE, *AND IN NO CASE SHALL CRESCENT'S TOTAL LIABILITY EXCEED \$1,000.00.* Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

General: This warranty is made in and shall be governed by the laws of the State of Illinois. Crescent shall not be in breach of this warranty or responsible for damages for failure to perform in full or in part its obligations hereunder due to causes beyond its reasonable control. *Crescent also reserves the right to alter or discontinue this limited warranty program without notification.*

Distributors, salespersons, retailers or other representatives of Crescent have no authority to alter or change this limited warranty or to make any other warranty on behalf of Crescent. This warranty only applies to end user purchasers of the Covered Products and not to retailers or resellers.

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