

## WARRANTY

### Product

3M™ DI-NOC™ Architectural Finishes (the “Product(s)”) are decorative films for use only in interior applications in commercial buildings (“Interior Applications”).

### 3M Basic Product Warranty

The Product(s) specified in this document are warranted to be free of defects in materials and manufacture (“3M Basic Product Warranty”) on the date of shipment (“Warranty Period”) by 3M or its authorized distributor.

### Limited Warranty

- For Products used in Interior Applications in the United States, 3M makes the following warranty (the “3M Limited Warranty”) for the applicable time period stated below (“Warranty Period”), which will begin on the earlier of: (a) Product installation date; or (b) six months after 3M’s Product shipment date.

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

Application	Warranty Period
Interior Applications	5 years
Exterior application surfaces <sup>1</sup>	Use a 3M™ DI-NOC™ EX Series Product <sup>1</sup>

**1 - Application of the Product to exterior application surfaces is not warranted.**

- For a buyer’s convenience, 3M may provide engineering or technical information, recommendations, installation instructions or guides, and other information or materials relating to a Product (“Other Product Information”), but 3M makes only the 3M Basic Product Warranty and the 3M Limited Warranty, and does not warrant any Other Product Information.
- 3M has no obligation under the 3M Basic Product Warranty or the 3M Limited Warranty as to Product that has been: (a) modified, altered or processed in any manner; (b) stored, applied, installed, or used in a manner other than that 3M 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 3M; (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.
- EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE 3M BASIC PRODUCT WARRANTY AND THE 3M 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.
- 3M must receive any 3M warranty claim in writing no later than 10 business days after (a) the end of the Warranty Period or (b) the discovery of the 3M warranty claim, whichever is earlier.

## Warranty (continued)

### Limited Remedy

IF ANY PRODUCT IS PROVEN NOT TO HAVE MET THE 3M BASIC PRODUCT WARRANTY OR THE 3M LIMITED WARRANTY DURING THE WARRANTY PERIOD, THEN THE BUYER'S EXCLUSIVE REMEDY, AND 3M'S SOLE OBLIGATION, WILL BE, AT 3M'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

3M 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.

### Commercial Solutions

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