

3form Limited XT™ Product Line Warranty

3form, LLC. warrants for a period of up to five years from the date of shipment that XT™ products will conform to the XT product specifications supplied by 3form and are free from defects in materials and workmanship. Claims made under this limited warranty must be submitted to 3form. in writing by no later than five years after the shipment of the product. In the event of a warranty claim, 3form shall have the option to either (1) replace the XT product, (2) repair the XT product or (3) refund the purchase price of the XT product. In no event does this limited warranty cover any costs relating to (re)installation or fabrication expense or any other direct or indirect loss.

This limited warranty is exclusive and in lieu of all warranties, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose, and all other liabilities or obligations on the part of 3form. 3form does not assume any obligation or liability other than those expressly set forth herein, nor authorize any representative or other person to do so. 3form shall in no event be liable for any special, consequential, or incidental damages arising out of the use or application of the 3form XT product.

THIS WARRANTY DOES NOT COVER:

1. Damage resulting from unusual wear and tear on the XT product;
2. Damage resulting from improper specification, fabrication or installation;
3. Damage resulting from failure to maintain according to 3form XT product usage guidelines;
4. Damage resulting from accident or abuse;
5. Damage resulting from the failure of a third-party's product;
6. Damage to custom products designed and manufactured with custom inserts or based on custom specifications supplied by a customer or its agents;
7. Variations in dye lots, gauges, textures, and finishes, that may vary slightly between the samples provided to customers and the XT product actually delivered.

Fabrication

In the event that a customer has requested custom fabrication in connection with a 3form XT product (including any seaming, edge finishing, heat draping and/or molding), this limited warranty does not cover any of the following: (a) visibility of seaming, (b) slight irregularities in gauges and textures of seaming or edge finishing provided by 3form or (c) slight irregularities in the surface of any product that has been subjected to heat draping and/or molding.

Warranty Claim Process

Any claims made under this limited warranty must be submitted in writing to:

2300 South 2300 West
Salt Lake City, UT 84119
Attn: Warranty Department

3form, upon review and approval of a warranty claim, will then provide to customer a return materials authorization form which must be completed and returned to 3form pursuant to the instructions set forth on such return materials authorization form.