**Warranty policy Calcutta nv products (Asanderus brand)**

Calcutta nv, Sleidinge, Belgium, hereby warrants for a period of 3 years from the original purchase date that our textiles products will perform in accordance with the accepted industry standards when used under normal conditions with proper maintenance and for the purpose intended.

This warranty does not cover and expressly excludes any damage, loss, cost, defect or deficiency arising out of or relating to:

* accident, abuse, misuse, vandalism or animals;
* chemicals, improper cleaning or maintenance;
* mold and mildew;
* unreasonable use;
* improper storage, handling, application, fabrication or installation practice;
* fire, flood or other acts, omissions, causes or events beyond the control of Calcutta nv
* any other loss, cost, damage, defect or deficiency not within the scope of this limited and exclusive warranty.

This warranty is given by Calcutta nv with respect to the product. All other representations or warranties, express or implied, are expressly disclaimed, including any implied warranties of merchantability, fitness for a particular purpose or any implied warranties claimed to arise from trade usage, custom or course of dealing. Buyer’s sole and exclusive remedy shall be replacement of the defective product.

In no event will Calcutta nv be liable for indirect, consequential, special or exemplary damages, whether based in contract, tort, warranty, strict liability or otherwise. This warranty shall supersede and control any other representations and/or warranties with respect to this product. In no event shall Calcutta nv’s liability exceed the invoiced value of the goods. Calcutta nv cannot be assignable and is not transferable to subsequent purchasers and/or owners of the products. Additional fabric finishes after purchase will void this warranty.

All claims for defects hereunder must be presented to Calcutta nv in writing, within eight (8) days after the buyer discovers and/or should have discovered the alleged defect(s) and in accordance with our wallcovering hanging instructions. Calcutta nv shall then be provided a reasonable opportunity to examine the allegedly nonconforming product and verify any such defect before its use or further processing. Failure of the buyer to comply with these notice provisions shall constitute a waiver by the buyer of all claims in respect thereto.