



# Stretch Ceiling Textile Products

## Lifetime Residential Warranty

### 1. What and Who is Covered

Tectum LLC d/b/a Popcorn Ceiling Solution (“Popcorn Ceiling Solution”) is a non-manufacturer distributor of wide-span fabric products and related perimeter track used to install wide-span fabric products which are manufactured by Awake Graphics, LLC (“AWAKE”) and sold by Popcorn Ceiling Solution to third parties (the “Ceiling Products”).

Subject to the conditions and limitations of this Warranty, Popcorn Ceiling Solution warrants the Ceiling Products to be free from Manufacturing Defects (defined below) (e.g. sagging and warping due to a Manufacturing Defect).

If Popcorn Ceiling Solution determines, in its sole and subjective discretion, that Ceiling Products have a manufacturing defect covered under the terms of this Warranty (a “Manufacturing Defect”), the sole obligation of Popcorn Ceiling Solution under this Warranty is to provide identical or substantially similar Ceiling Products (not including installation charges or other costs associated with removal of or installation of any new Ceiling Products) and pay any shipping charges in connection therewith, as determined by Popcorn Ceiling Solution, in its sole and subjective discretion.

This Warranty is available to individuals that own the single-family residential home where the Ceiling Products are initially installed (“Original Owner”), and only if that residential home is the primary residence of such individuals (“Residence”). This Warranty does not extend to any Ceiling Products installed on any non-Residence or any non-residential property.

In the event of a Manufacturing Defect, this Warranty sets forth the sole and exclusive remedies of the Original Owners of the Residence or the Transferees (defined below) provided by Popcorn Ceiling Solution.

### 2. Warranty Period

The period of this Warranty is ninety-nine (99) years from the date that the Ceiling Products were installed on the Residence (the “Warranty Period”). Original Owners of the Residence receive this Warranty during the Warranty Period, provided however, subsequent owners of the Residence (that are individuals that also occupy the Residence as their primary residence for non-commercial purposes) to which this Warranty is properly transferred (“Transferees”) receive coverage for the balance of the Warranty Period.



### **3. Transferability**

This Warranty automatically transfers to Transferees upon transfer of the Residence, provided that the Transferees are individuals that also occupy the Residence as their primary residence for non-commercial purposes; and provided further that the Transferees provide their name, email address, and telephone number to Popcorn Ceiling Solution by mail or electronic mail to the address in Section 6 below.

### **4. Limitations**

The following are exclusions from this Warranty and are not covered by this Warranty:

(a) This Warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to: (i) exposure to chemical fumes, corrosive agents (e.g. chlorine), vibrations, moisture, excessive humidity, use in temperatures below 32°F (0°C) or above 120°F (49°C), excessive dirt or dust buildup due to failure to regularly clean the Ceiling Products; (ii) misuse, abuse, neglect, improper handling, or storage; (iii) improper installation not in strict adherence with AWAKE written installation instructions or installation by an individual or entity that is not approved by Popcorn Ceiling Solution, as determined by Popcorn Ceiling Solution in its sole and subjective discretion; (iv) normal weathering, discoloration, fading, chalking or oxidation; (v) damage resulting from accidents, fire, vandalism, wind-blown or foreign objects, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God; (vi) defects in, failure of, or damage to the building structure or material on which the Ceiling Products were installed, structural defects, and/or damage caused by movement, distortion, cracking or settling of the wall, framing, or the foundation of the structure on which the Ceiling Products are attached; and (vii) Ceiling Products installed outside and/or in direct sunlight.

(b) This Warranty is not effective unless all monies owed to Popcorn Ceiling Solution in connection with the applicable Ceiling Products have been paid.

(c) This Warranty does not cover the Ceiling Products' seam appearance or failure of seam performance.

(d) This Warranty does not cover any occurrence, condition, or defect other than a Manufacturing Defect.

### **5. Ceiling Products Registration**

Register your Ceiling Products here to prevent difficulty locating your Warranty information:  
<http://www.popcornceilingsolution.com/warranty-form/>



## 6. Claims

To make a warranty claim, provide us with a written notice submitted with such notice containing:

- (1) a description of the claimed defect;
- (2) the Original Owner's (or Transferee's) name, address, and telephone number;
- (3) the date of installation of the Ceiling Products;
- (4) a copy of the invoice from the installer of the Ceiling Products;
- (5) the receipt or invoice for the Ceiling Products, and
- (6) a copy of this Warranty to:

Popcorn Ceiling Solution  
ATTN: Warranty Claim  
345 Rachel Carson Trail  
Ithaca, NY 14850

[info@popcornceilingsolution.com](mailto:info@popcornceilingsolution.com)

Popcorn Ceiling Solution will reply to written notifications within a reasonable period of time following receipt of such notifications, and reserves the right to require that additional information and/or evidence of the claimed defect be provided by the Original Owner (or Transferee) upon request. Further, Popcorn Ceiling Solution reserves the right to inspect the Ceiling Products claimed to be defective within a reasonable period of time (not to exceed 90 days) subsequent to receipt of the written notification.

## 7. DISCLAIMERS

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE CEILING PRODUCTS ARE PROVIDED SOLELY ON AN "AS IS" BASIS AND POPCORN CEILING SOLUTION MAKES NO OTHER WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, POPCORN CEILING SOLUTION SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF SUCH DISCLAIMER OF ANY IMPLIED WARRANTY IS NOT PERMITTED BY LAW, THE DURATION OF ANY IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE WARRANTY PERIOD AS SET FORTH ABOVE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SUCH LIMITATIONS MAY NOT APPLY. IF APPLICABLE LAW SPECIFIES A MINIMUM WARRANTY PERIOD THAT IS LONGER THAN THE WARRANTY PERIOD SET FORTH HEREIN, THEN THE



WARRANTY PERIOD SHALL BE CONFORMED TO THE MINIMUM PERIOD SO REQUIRED.

**8. Limitation of Liability**

IN NO EVENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, SHALL POPCORN CEILING SOLUTION, ITS DISTRIBUTORS, OR SUPPLIERS BE LIABLE TO THE ORIGINAL OWNER (OR TRANSFEREE) OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OF ANY NATURE WHATSOEVER, ARISING OUT OF THE USE OF OR INABILITY TO USE ANY CEILING PRODUCT, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF VALUE OF THE CEILING PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE CEILING PRODUCT, OR LOSS OF USE OF THE CEILING PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE CEILING PRODUCT, EVEN IF POPCORN CEILING SOLUTION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANY DAMAGES THAT THE ORIGINAL OWNER (OR TRANSFEREE) MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), THE ENTIRE AGGREGATE LIABILITY OF POPCORN CEILING SOLUTION AND ANY OF ITS DISTRIBUTORS AND/OR SUPPLIERS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE ORIGINAL OWNER FOR ANY CEILING PRODUCT GIVING RISE TO LIABILITY. SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. THIS WARRANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT RESPECT TO ITS CONFLICTS OF LAWS PRINCIPALS.

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