

## MERMAID® COMMERCIAL 3-YEAR LIMITED WARRANTY COMMERCIAL PURCHASE FOR NON-RESIDENTIAL APPLICATION

### WHAT IS COVERED:

Wilsonart LLC ("Wilsonart") warrants that during the warranty period specified below, the Mermaid® Wall Panel System ("Mermaid"), will be free from defects in material and manufactured in accordance with appropriate specifications during commercial use and service for three years from the date of sale ("Warranty Period). To activate this limited warranty, the original commercial purchaser must go online to [www.mermaidpanels.com/warrantyregistration](http://www.mermaidpanels.com/warrantyregistration) to register Mermaid within thirty (30) days of purchase.

### WHO MAY USE THIS LIMITED 3-YEAR WARRANTY:

Wilsonart extends this limited warranty only to the original, commercial (non-consumer) purchaser for non-residential applications who purchased Mermaid, or the business operating at the original location of the installation; there may not be duplicative recovery for the same issues. This warranty applies only to commercial purchases of Mermaid for non-residential applications. For residential application of Mermaid Panels, please see Wilsonart's limited 10-year residential limited Mermaid warranty.

### WHAT DOES THIS LIMITED 3-YEAR WARRANTY COVER:

Mermaid will be free from defects in material and manufactured in accordance with appropriate specifications

### WHAT IS EXCLUDED:

Wilsonart is not responsible for labor charges, installation, other incidental or consequential costs, or the cost of repair or replacement of any installation materials, including but not limited to tile(s), marble, etc. In no event shall the liability of Wilsonart exceed the purchase price of the Mermaid product. Damages due to improper handling, installation or maintenance are not considered manufacturing defects and are not covered by this warranty. This warranty is valid for the original, consumer purchaser only. Proof of purchase (original sales receipt) must be provided to Wilsonart with all warranty claims.

This warranty shall not apply to damage arising from any of the following:

1. Accidents, abuse or misuse;
2. Exposure to extreme temperature changes;
3. Exposure to harsh or corrosive chemicals and cleaners;
4. Excessive weight placed on or against wall panel;
5. Structural support or movement;
6. Improperly installed, used and/or maintained appliances, fixtures, or accessories;
7. Acts of nature;
8. Failure to use or maintain the product in accordance with Mermaid's published Care and Maintenance Guidelines (see <http://www.mermaidpanels.com> or information supplied to Mermaid's distributors and retailers).



**Complete and return the card below,  
or go to [www.mermaidpanels.com/warrantyregistration](http://www.mermaidpanels.com/warrantyregistration)**

# Mermaid™

**Owner Name:** \_\_\_\_\_

**Physical location of product:** \_\_\_\_\_

**Owner's Phone:** \_\_\_\_\_ **Owner's Email Address:** \_\_\_\_\_

**Where did you purchase your product?** \_\_\_\_\_

**Mermaid design:** \_\_\_\_\_

**WHAT IS THE PERIOD OF COVERAGE:**

This limited warranty is valid for 3 years starting on the date of sale of the Mermaid product. Neither transfer of ownership nor repair or replacement under this warranty shall extend the Warranty Period.

**WHAT MERMAID WILL DO IF YOUR CLAIM IS COVERED BY THIS WARRANTY:**

At no cost to the original commercial purchaser, Wilsonart will provide, at its option, repair or replacement of the warranted product. Neither transfer of commercial ownership nor repair or replacement under this warranty shall extend the Warranty Period. Any repair or replacement under the warranty is limited to repair or replacement with Mermaid colors and styles of products available at the time of repair or replacement. If the original color or style is no longer available, Wilsonart has the right to substitute another Mermaid color or style of equal or greater value than the original product. Exact color matches may not be possible

**WHAT YOU NEED TO DO:**

To make a claim under this warranty, you must contact the Mermaid Warranty Center at the address listed below before the end of the Warranty Period. You must provide dated proof of purchase and provide access for inspection for warranty determination. Wilsonart will investigate, and Wilsonart will provide you a determination on your claim. For further assistance or questions, contact:

Mermaid Warranty Center  
P.O. Box 6110  
Temple, Texas 76503-6110  
Toll Free: 1-833-292-6080  
Email: [info@mermaidpanels.com](mailto:info@mermaidpanels.com)

THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE PURCHASER OR OTHER PARTY SEEKING TO ENFORCE THE WARRANTY AND THE EXCLUSIVE LIABILITY OF WILSONART.

THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES WHETHER ORAL OR WRITTEN. ANY IMPLIED WARRANTIES WHICH MAY ARISE BY OPERATION OF LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE PERIOD OF THE WRITTEN WARRANTY SET FORTH HEREIN.

WILSONART SHALL NOT, UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY, BE LIABLE TO THE PURCHASER OR ANY OTHER PERSON FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DAMAGES TO, OR LOSS OF USE OF, PROPERTY, DAMAGES FOR LOSS OF PROFITS OR REVENUES OR ANY OTHER DAMAGES ARISING FROM THE ORIGINAL END USER’S PURCHASE. WILSONART’S LIABILITY WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions 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. No agent, dealer, employee or representative of Wilsonart nor any installer, fabricator or other person is authorized to modify the warranty in any respect. The invalidity of all or a part of any of the provisions of the Limited Warranty shall not affect or invalidate any other provision of the Limited Warranty.

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**Mermaid™**

**WARRANTY REGISTRATION**

**P.O. BOX 6110**

**TEMPLE, TX 76503-6110**

