

Warranty

Company warrants that the Goods supplied hereunder shall be free from material defects in materials and workmanship under normal single shift use and service for a period of five (5) years from the date of shipment (“Warranty Period”) for sales made to the original end user. Notwithstanding the foregoing, Company’s warranties shall not extend to: (i) any defect arising from normal wear and tear, damage resulting from transportation, willful damage, negligence, accident, abnormal working conditions, failure to follow Company’s instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Company’s approval; (ii) any Goods if the total price for the Goods has not been paid by the due date for payment; (iii) any Goods manufactured or appropriated to the Contract in accordance with any design, specification, instruction or recommendation made to Company by Customer; (iv) in respect of any type of defect, damage or wear specifically excluded by Company by notice in writing; (v) if Customer makes any further use of the Goods after giving notice in accordance with this Section 5; and (vi) for any defects or claims relating to the fabric, leather, vinyl, and any other covering materials used for the Goods. Any claim by Customer for any breach of Company’s limited express warranty with respect to any Goods must be made by Customer to Company in writing during the Warranty Period, or such claim shall conclusively be deemed to have been waived by Customer.

In the event of a claim by Customer under Company’s express limited warranty, Customer must notify Company of the claim and obtain Company’s written consent and shipping instructions prior to returning the Goods. Unauthorized returns will not be accepted and will be returned freight collect. Customer must return the Goods to Company together with written notification of such alleged defect for inspection by Company, after which, Company shall at its option and within a reasonable time: (i) repair or replace such Goods free of charge to Customer (including all costs of transportation of any Goods or materials to and from Customer for that purpose); or (ii) issue a credit to Customer in respect of the whole or part of the Contract price of such Goods as appropriate having taken back such Goods or materials relating to such Goods, provided that the liability of Company under this Section 5 shall in no event exceed the purchase price of such Goods and performance of any one of the above options shall constitute an entire discharge of Company’s liability under this express limited warranty.

COMPANY MAKES NO OTHER EXPRESS WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THESE TERMS AND MAKES NO IMPLIED WARRANTIES, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WITH RESPECT TO THE PRODUCTS WHICH ARE THE SUBJECT OF THIS CONTRACT AND COMPANY EXPRESSLY DISCLAIMS ALL SUCH OTHER WARRANTIES. NO VERBAL STATEMENT BY COMPANY’S AGENTS OR EMPLOYEES, MADE BEFORE OR AFTER THE EXECUTION OF THIS CONTRACT, AND NO SAMPLES, DRAWINGS, DESCRIPTIVE MATTER, ADVERTISING, OR ANY DESCRIPTIONS OR ILLUSTRATIONS CONTAINED IN ANY COMPANY CATALOGUE OR BROCHURE SUBMITTED BY COMPANY OR PROVIDED TO CUSTOMER, SHALL BE CONSTRUED AS BEING A PART OF THIS CONTRACT OR CREATING ANY WARRANTIES, EXPRESS OR IMPLIED.