



Limitation of Warranty.

(a) Seller warrants that the Goods comply with the specifications set forth in the Purchase Order. Buyer is obliged to check the Goods immediately upon their arrival. Any claim for failure of the Goods to comply with the applicable Purchase Order, must be made by Buyer, upon penalty of forfeiture, within five (5) business days from receipt of the Goods. Goods which fail to comply with the applicable Purchase Order will be replaced or, at Seller's option, credit for the original purchase price will be allowed, provided that Buyer notifies Seller in writing of such failure within five (5) business days after delivery and Buyer returns such Goods in accordance with Seller's instructions. No Goods may be returned by Buyer without Seller's prior written authorization. All returns shall be subject to verification on arrival at the location specified for the return of the Goods in such written authorization. Failure to make any claim in writing, or within such five (5) business day period shall constitute an irrevocable acceptance of the Goods and an admission by the Buyer that the Goods fully comply with all terms, conditions and specifications of Buyer's order.

(b) Seller warrants to the Buyer, solely to the extent that the Buyer is the original purchaser of the Goods, and remains responsible for the Goods, that the Goods are free of defects in workmanship and materials, for five (5) years from the date of shipment to Buyer. Should any failure to conform with this limited warranty appear in Goods during such warranty period, Seller shall, upon prompt written notice, repair or replace, at its option and costs, the affected part or parts. No Goods may be returned by Buyer without Seller's prior written authorization. All returns shall be subject to verification on arrival at the location specified for the return of the Goods in such written authorization.

This limited warranty does not apply to:

- Damage caused by a carrier other than the Seller.
- Normal wear and tear or acts or omissions of parties other than Seller (including user modification).
- Any third party materials applied to Goods.
- Goods not installed by or under the auspices of a certified dealer of Seller.
- Dramatic temperature variations or exposure to unusual conditions.
- Changes in surface finishes, including colorfastness due to aging or exposure to light.
- Any faults relating to the Buyer-supplied material for COM/COL Customized Goods.

(c) Seller makes no other warranty or representation with respect to the Goods, either express or implied, including without limitation, that of merchantability or fitness for a particular use, or of any factors of quality, except as provided herein. The foregoing constitutes Buyer's sole and exclusive remedy and Seller's sole obligation with respect to Goods furnished hereunder. The parties agree that the burden of proving any bad practice on the part of Seller will be borne in full by the Buyer. Note that descriptions of Goods in Seller's catalogues or other illustrative publications are given as an approximate indication and any divergences may not be considered as non-conformity. Conformity to a sample, if specified, must take into account the tolerances inherent in the use of natural materials (such as hide, leather, wool, wood, etc.) which do not give uniform results.

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