

E.V.S., Ltd. Seating Products & Vinyl Seat Cover Limited Warranties

E.V.S., Ltd. (“EVS”) provides the following limited warranties (“Limited Warranties”) for EVS’ seating products (“Seating Products”) and **Attendant Seat Cushions and Trim Panels (“Attendant Cushions and Trim”) provided by EVS**

Limited Warranty. EVS warrants its Seating Products and **Attendant Cushions and Trim** to be free from defects in material and workmanship when properly installed and properly used. E.V.S., Ltd. further warrants that the products supplied and properly installed by the purchaser meet all applicable FMVSS (Federal Motor Vehicle Safety Standards), GSA Triple K standards when specified, and US OSHA (Occupational Safety and Health Administration) standards. EVS shall repair or replace, at EVS’ sole option, defective Seating Products or **Attendant Cushions and Trim** determined by EVS to be defective, upon compliance by **original purchaser and ultimate purchaser** with the requirements of these Limited Warranties.

1. **Warranty Period.** The Limited Warranties shall exist for the following periods:

(i) for Seating Products, two (2) years from the invoice date to the **original purchaser**;

(ii) for **Attendant Cushions and Trim**, one (1) years from the invoice date to the **original purchaser**;

2. **Exclusions.** The following are excluded from coverage under the Limited Warranties: (1) damage from vehicle accidents; (2) improper installation of the Seating Product or **Attendant Cushions and Trim**; (3) **COM (Customer’s Own Material) vinyl** (4) wear and tear caused by normal usage by the **ultimate purchaser**; (5) the effects of alteration, tampering, mishandling, neglect, abuse, misuse, weather, acts of nature, acts of God, or environmentally caused conditions that may cause deterioration of the Seating Product or **Attendant Cushions and Trim**; (6) the effects of the **ultimate purchaser’s** failure to perform normal and routine maintenance in accordance with the EVS owner’s manual instructions; (7) damages caused by the negligent or intentional use or misuse of the Seating Products or **Attendant Cushions and Trim** by the **ultimate purchaser**; (8) claims for personal injuries of any type; (9) repairs or modifications by someone other than EVS or an EVS-approved service center; (10) use with components not provided by or not approved for use by EVS; (11) Seating Products or **Attendant Cushions and Trim** that are warranted separately by another manufacturer, in which the warranty provided by a component manufacturer is the sole responsibility of the manufacturer; and (12) components of Seating Products or **Attendant Cushions and Trim** systems sold by non-authorized resellers.

3. **To Obtain Warranty Service.** Prior authorization is required before a Seating Product or **Attendant Cushions and Trim** may be returned to EVS. A “Return Goods Authorization” from EVS is required for items to be accepted for evaluation by EVS. Goods for warranty evaluation must be returned to EVS freight prepaid. If the Limited Warranties apply to the returned item, EVS will reimburse the inbound freight charges. Freight expenses will be reimbursed at the UPS Ground rate only. Any additional shipping charges or requirements are the obligation of the party seeking warranty service or replacement. Labor, parts and freight credit (if applicable) will be sent after the parts are tested and the warranty claim is validated. Returned parts that are found to be in normal operating condition are not warrantable and will be charged to party seeking warranty service or replacement.

4. **LIMITATIONS AND DISCLAIMERS.** THE LIMITED WARRANTIES ARE THE ONLY WARRANTIES MADE BY EVS. EVS’ OBLIGATIONS PURSUANT TO THE LIMITED WARRANTIES ARE LIMITED TO THE REPAIR OR REPLACEMENT OF THE RETURNED ITEM DETERMINED BY EVS TO BE DEFECTIVE, OR A REFUND OF THE PURCHASE PRICE OF THE RETURNED ITEM DETERMINED BY EVS TO BE DEFECTIVE, AT EVS’ ELECTION. THERE ARE NO WARRANTIES OR REPRESENTATIONS BEYOND THESE EXPRESSED IN THIS DOCUMENT. THE FOREGOING LIMITED WARRANTIES, AND THE REMEDIES PROVIDED IN THIS DOCUMENT, ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY EVS. THESE LIMITED WARRANTIES CANNOT BE AMENDED BY ANY

MANUFACTURER, DEALER, SALES PERSON OR AGENT. NEITHER EVS, NOR ITS AUTHORIZED SERVICE FACILITIES, SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR ANY OTHER FINANCIAL LOSS (INCLUDING WITHOUT LIMITATION LOST PROFITS AND EXPENSES INCURRED) ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THE SEATING PRODUCTS OR **ATTENDANT CUSHIONS AND TRIM**, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, EQUITY, OR ANY OTHER THEORY, EVEN IF EVS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY ACTION TO ENFORCE THESE EXPRESS OR IMPLIED WARRANTIES SHALL NOT BE COMMENCED MORE THAN NINETY (90) DAYS AFTER THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD DESIGNATED ABOVE. SOME STATES DO NOT ALLOW A REDUCTION IN THE STATUTE OF LIMITATIONS, SO THIS REDUCTION MAY NOT APPLY TO YOU. THESE LIMITED WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY DEPENDING ON LOCAL LAW. SOME STATES LIMIT OR PROHIBIT LIMITATIONS OF WARRANTIES, SO THE ABOVE MAY NOT APPLY TO YOU. TO THE EXTENT YOUR STATE DOES NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, ANY AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY LIMITED IN DURATION TO THE TERM OF THESE LIMITED WARRANTIES AND ARE LIMITED IN SCOPE OF COVERAGE TO THOSE PORTIONS OF THE PRODUCTS COVERED BY THESE LIMITED WARRANTIES.

5. Miscellaneous. No repair or replacement under these Limited Warranties shall cause any extension or renewal of any warranty period. EVS may make parts and/or design changes from time to time without notice and repairs or replacements may be made with new or different parts and if EVS makes changes in the design or material of its Seating Products and **Attendant Cushions and Trim** it shall have no obligation to incorporate such changes in any product previously manufactured. At EVS' sole option, any dispute concerning these Limited Warranties may be resolved through mediation or arbitration. These Limited Warranties shall be governed by the laws of the State of Indiana, and any legal action shall be brought and maintained only in the Circuit or Superior Court of **St. Joseph** County, Indiana. A Seating Product and its components, and **Attendant Cushions and Trim**, will require care and maintenance attention by the **ultimate purchaser**. Failure to follow all care and maintenance manuals and instructions supplied with the applicable EVS products will result in these Limited Warranties being voided.

6. Replacement Parts. Replacement parts are warranted under the same guidelines listed above for the remainder of the applicable original warranty period for the Seating Products or **Attendant Cushions and Trim** to which they relate. Proof of warranty repair date and original item purchase date are required.