

General Limited Warranty

Subject to the limitations and conditions below, CGPC America Corporation (Enduratex) warrants to its commercial customers that Enduratex will replace vinyl material if it fails in normal use due to defects attributable to Enduratex in materials or workmanship during the period of one year from the date of purchase from Enduratex.

In no event shall Enduratex have any liability for any lost profits or indirect, incidental, consequential, special, punitive or exemplary damages, even if Enduratex has been advised of the possibility of such damages, including but not limited to any damages arising from or relation to any injury to persons, loss of value or use (including without limitation, diminution in value); damage to or loss of other property; claims made by end users, or cost of substitute materials.

This warranty specifically excludes (a) staining resulting from mildew growth on adjacent components, bleeding from adjacent components or contact with outside agents; (b) degradation due to the presence of amines in adjacent urethane foam cushioning; (c) damage caused by improper installation or failure of the seat and/or trim parts; and (d) deterioration due to the use of improper cleaning materials or procedures (see Enduratex cleaning guides for proper care).

No claims for defective product will be accepted by Enduratex unless such claim is submitted in writing by Customer within seven days after discovery of the defect and Enduratex shall confirm such defect under claim.

Enduratex makes no other warranty, expressed or implied including any warranty of merchantability or fitness for particular purpose.