

Limited warrantv

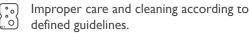
Spradling warrants to its customers that all its products will conform to the stated technical specification current at the time of manufacture. Spradling guarantees that its products will perform in accordance with accepted industry standards when used under normal conditions, with proper maintenance and for the purpose intended. A five-year-warranty is offered for the product for which it is indicated on our website www.spradling.eu or the corresponding product catalogue, commencinng on the delivery date of the product from Spradling to its direct customer. Any damage as a result of the following conditions is not covered under this warranty:

LIMITATIONS AND EXCLUSIONS APPLICABLE TO THIS WARRANTY:



Damage caused by the exposure of the product to improper applications.

Deficiencies caused by negligence, abuse, misuse, improper storage or handling.





Exposure to harmful chemicals.



Transformation and or installation processes performed inadequately.



Material that has been repaired, refurbished, conditioned or modified.

Deterioration due to the use of incompatible or unspecified adhesives or adjacent components.

Staining resulting from clothing dyes and/or external contaminants.

Staining due to contact with suntan lotion, teak oil, (engine) grease or similar contaminants.



Except as specifically set forth in our provisions regarding Pink Stain: Staining resulting from the growth of organisms in adjacent boat components (commonly referred to as "pink stain")*



Previously approved commercially acceptable color variations which are not lot controlled.



Damage or problems caused by accidents, natural catastrophes or any other external causes unrelated to the product's performance in normal use.



When the information and / or evidence that supports the claim is not provided by the buyer.

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In case of approval, Spradling will indemnify the value of the original material, discounting 20% of the purchase price for each year that has passed since the delivery date (i.e. 20% after one year, 40% after two years, etc..). Spradling is not responsible for third party expenses, processing, repair, reupholstering, transport and other manufacturing costs.

^{*} Please ask for our special provisions regarding Pink Stain.

REQUIREMENTS TO MAKE THE WARRANTY EFFECTIVE

Customers should examine all products upon receipt to verify that they are as ordered. Claims relating to noticeable product defects or miss-shipped orders must be submitted in writing to Spradling no later than 30 days from date of invoice. A Returns Authorisation is required prior to returning a claim. To request a Returns Authorisation, contact your Sales Representative or Customer Services and include your order information. The Return Authorisation must be included in the return to ensure accurate processing of your claim. If the Return Authorisation is issued, the product must be received by Spradling within 30 days of issue date for credit to be processed. Spradling will correct the order and reship at its cost or _, if not possible, will issue a refund or credit. In addition, the following conditions must be met in order to process a claim:

- **O** I The claim must be made by the original purchaser within the warranty period.
- **02** Spradling must be given a reasonable opportunity to inspect the Product claimed to be defective.
- The guarantee evaluations will be based on specified tests that are used by Spradling and / or formally agreed with the customer.
- **04** Information relating to your claim as reasonably requested by Spradling must include:
 - Date of purchase.
 - Date and details regarding installation.
 - Purchase price, mode of failure or defect, and evidence of the damages found such as physical samples, photos and / or videos.
 - Production batch no. (printed on the material backing, e.g. PTXXXXX)..

05 Any claim against Spradling under this Limited Warranty must be brought within 30 days after the non-conformity is discovered, otherwise such claim shall be deemed irrevocably waived.

06 The material that is subject of the claim should be kept by the buyer until the approval or rejection of the claim.

The reply time to the claim by Spradling will start once the warranty claim is filed and has all the support and evidence necessary to perform the analysis.

THE WARRANTIES AND REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY SPRADLING AND THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE FOR DEFECTIVE OR NONCONFORMING PRODUCTS OR ANY BREACH OF WARRANTY. SPRADLING SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOSS DUE TO BUSINESS INTERRUPTION ARISING FROM ANY BREACH OF THESE WARRANTIES, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF SPRADLING OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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Please follow the care & cleaning guidelines, see www.spradling.eu. In the event of failure to comply with these guidelines, no liability is assumed by the manufacturer and any warranty claim(s) (if applicable) expire.

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Visit www.spradling.eu and find more detailed information on how to clean and maintain our products.

