

## Limited Commercial Product Warranty | Standard

### MXP Telescopic Equipment

Hussey Seating Company provides the following limited warranty to the owner of the facility in which Hussey Seating Products were purchased and installed. The warranty period begins on the date of installation completion, continues for the applicable time period set forth below, and is strictly governed by and subject to the terms and conditions set forth below.

#### WARRANTY:

In the event there is a defect in the material, in the installation (in the event installation is completed by Hussey Seating), and/or in the workmanship of the Hussey Seating Product (or component part thereof) which causes failure of the product within the applicable time period and provided notification of this defect is given to Hussey Seating in writing at the address set forth below prior to the expiration of the applicable time period; Hussey Seating, in its sole discretion, will either repair or replace the defective product (or defective component part thereof) with a comparable product (or component part thereof), or will provide a refund of the purchase price of the defective product (or defective component part thereof) prorated over the warranty period. In the event of repair or replacement, the warranty includes labor, materials, and freight for the first five years of the warranty and materials and freight only thereafter. All other costs are excluded. The fulfillment of the warranty (including investigation, timing of response, labor, and manner of shipment) is under the exclusive and unfettered control and discretion of Hussey Seating.

#### TIME PERIODS:

5 Years
Decking Systems including aisle steps and rails
CourtSide & Classic Wood Seating Collections
Electrical: Aisle Lights & Power Systems
Portable & Integral Dolly Systems
End Closure Curtains
Surface Material Finishes: Polymer & Powder Coat (Note conditions as to color, grain and texture listed below.)
Surface Material Finishes: Wood Veneer (Note conditions as to color, grain and texture listed below.)

#### EXCLUSIONS AND CONDITIONS: This warranty excludes and does not apply to:

- Normal wear and tear, abuse, neglect, vandalism, or misuse of Product – all as determined by Hussey Seating in its sole discretion.
- Casualty loss or other Acts of God.
- Product altered or modified by the user.
- User attached accessories.
- Consumable Products; light bulbs, lamps, ballasts, etc..
- Products not installed by Hussey Seating Approved Installers.
- Applied Graphic Solutions.
- Products not properly maintained in accordance with Hussey Seating Operating & Maintenance Procedures & Inspections.
- Non standard material and color finishes whether purchased by the customer or Hussey Seating Company.
- Natural variations occurring in wood and / or color fastness and / or variations in matching of colors, grains or textures of materials shall not be considered defects.
- Polymer Colors will not fade greater than 5 Delta-E units measured within CIE L\*a\*b color space.
- Powder Coat finish will not fade greater than 5 Delta-E units measured by Hunter L\*a\*b Color difference per ASTM D2244.

Hussey Seating Company reserves the right to discontinue, modify or make changes in its products. If products covered by this warranty are no longer available, Hussey Seating Company has the right to substitute products of equal quality and value. In the event of repair or replacement of the defective product (or defective component part thereof) there is no responsibility for the matching of color, grain, fabric, or texture except to within commercially acceptable standards, as determined by Hussey Seating in its sole discretion. **THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE TO THE EXTENT ALLOWED BY LAW AND ARE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, OR REPRESENTATIONS OTHER THAN THOSE EXPRESSLY STATED HEREIN, WHETHER EXPRESSED OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE) UNLESS SPECIFICALLY AGREED TO IN WRITING BY AN OFFICER OF HUSSEY SEATING IN THE SPECIFIC CIRCUMSTANCE.** In any event, Hussey Seating is not liable (in contract, tort, or otherwise) for consequential, special, indirect, punitive, or incidental damages arising from any product defect or otherwise and in no event shall Hussey Seating Company's responsibility under this warranty exceed the amount of the product's original purchase price. This limited product warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow certain exclusions and limitations of incidental or consequential damages or limitations on implied warranties, so the described limitations may not apply to you. This limited warranty shall be governed by, construed, and enforced in accordance with the laws of the State of Maine, without reference to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this limited warranty.

#### WARRANTY NOTICE ADDRESS:

**Hussey Seating Company**  
Attn: Customer Services & Product Warranty Team  
38 Dyer Street Ext.  
North Berwick, Maine 03906 USA