

## ISRINGHAUSEN USA "MILLION MILE" LIMITED WARRANTY FOR ISRINGHAUSEN TRUCK SEATS SOLD IN NORTH AMERICA

ISRINGHAUSEN (ISRI) warrants to customers in North America (Canada, United States and Mexico) that each new ISRI truck seat and all ISRI accessories and equipment (except upholstery covering and cushioning materials) will be free from defects in workmanship and materials resulting in breakage or excessive wear, for one million (1,000,000) miles or seven (7) years from the date of delivery to the original commercial use purchaser (whichever comes first), subject to the terms of this Limited Warranty. These products are sold only for commercial use, in accordance with ISRI's specifications and instructions. This Limited Warranty coverage applies only to the original commercial use purchaser, and is not transferable. This Limited Warranty coverage applies only to warranted defects which first arise and are reported to ISRI during the Limited Warranty period. To obtain Limited Warranty coverage, the original commercial use purchaser must provide proof of purchase showing the purchase date. ISRI reserves the right to determine to its satisfaction whether any claimed defect is covered by this Limited Warranty, and ISRI's determination shall be final and binding.

THIS WARRANTY DOES NOT APPLY TO:

- (1) ANY PRODUCT WHICH HAS NOT BEEN PROPERLY INSTALLED, OR WHICH HAS BEEN ALTERED, MODIFIED, CHANGED OR REWORKED IN A MANNER NOT AUTHORIZED IN WRITING BY ISRI.
- (2) ANY PRODUCT WHICH HAS BEEN SUBJECTED TO AN ACCIDENT, ABNORMAL USE, ABUSE, OR NEGLECT.
- (3) ANY PRODUCT WHICH HAS BEEN SERVICED OR MODIFIED USING NON-ISRI REPLACEMENT PARTS.
- (4) BROKEN AIR VALVE STEMS, OR AIR SYSTEM COMPONENT LEAKAGE DUE TO FOREIGN PARTICLE CONTAMINATION.
- (5) AIR SUPPLY CONTAMINATION WITH OIL OR WATER.
- (6) CUTS OR PUNCTURES TO AIR SPRINGS RESULTING FROM NEGLECT OR IMPROPER INFLATION.
- (7) ANY PRODUCT SOLD FOR USE, OR USED, OUTSIDE OF NORTH AMERICA.

This is the only warranty coverage provided by ISRI. ALL OTHER WARRANTIES, EXPRESS or IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY ARE **EXCLUDED AND DISCLAIMED.** 

All claims under this Limited Warranty must be reported in writing to ISRI within thirty (30) days from when any warranted defect first arose. If a defect covered by this Limited Warranty occurs, ISRI will provide "repair or replacement warranty coverage" (in ISRI's sole discretion) of the warranted product or product component as the **sole and exclusive remedy** under this Limited Warranty. Any repair or replacement products or components will be shipped from ISRI's factory. During the first one hundred thousand (100,000) miles or one (1) year of the Limited Warranty period(whichever comes first), ISRI will reimburse the original commercial use purchaser for the reasonable cost of removing and replacing any warranted product or component (to be determined solely in ISRI's discretion based on the estimated time and labor rate for this work). Thereafter, any such costs will be the responsibility of the original commercial use purchaser. ISRI HAS NO RESPONSIBILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, including loss of use, labor costs (except as expressly provided above), transportation costs, or any other costs or damages, all of which are EXCLUDED AND DISCLAIMED from this Limited Warranty.

ISRI reserves the right to improve its products through changes in design and materials without obligation as to previously manufactured products. ISRI's Limited Warranty coverage and terms may be changed or amended from time to time, and the Limited Warranty in effect on the date of delivery of the products to the original commercial use purchaser shall be the only ISRI Limited Warranty coverage applicable to those products.

All claims or communications relating to this Limited Warranty should be directed to: ISRINGHAUSEN, INC., 1458 S. 35<sup>TH</sup> Street; Galesburg, MI 49053, 269-484-5519.

Version effective January 21, 2013.