

12. WARRANTY AND LIMITATIONS.

Haartz warrants that its products are free from defects in material and workmanship and are in compliance with the agreed to written specifications, if any, Haartz has supplied for the products (except for shelf life restrictions, paragraph 16, below). Haartz' exclusive obligation under this warranty, at its option, is replacing, repairing or issuing credit for the amount paid for the products. Any charges or costs not covered by this warranty will be negotiated on a case-by-case basis. Haartz will have a minimum of 30 days to resolve any significant quality dispute.

Haartz disclaims any warranty of its products, express or implied, except as specifically set forth in this paragraph including, but not limited to, the warranties of merchantability and fitness for a particular purpose.

No other statement, description or promise of any kind constitutes a warranty. Under no circumstances will Haartz be liable for any damages or loss (including, without limitation, direct, consequential, economic, indirect and other damages, loss of production or down time) under any theory of liability, except for replacing, repairing or issuing credit for the products.

16. SHELF LIFE.

Most Haartz products are unaffected by age. However, some interior and exterior products have an approximate shelf life of 6 months, while trilaminate interior trim products have an approximate shelf life of 3 months. Shelf life is calculated from date of manufacture. Haartz is not responsible for material failures which occur after the shelf life period has expired.

>extracted 6/26/2013 from
http://www.haartz.com/en/about/terms/Haartz_USA_Terms.pdf<