



**MORBERN®
EUROPE**

durable fabrics by design

Limited Warranty

The provider of this warranty is: Morbern Europe BV (company number 1003077493)

11 Kouterstraat, 8560 Wevelgem, Belgium

email: europe.sales@morbern.com, telephone number: +32 (0)56 310551.

The legal rights (actions) and remedies of Morbern Europe BV under this warranty are granted to the original purchaser under and subject to the terms and conditions set out in this policy and the General Terms of Sale of Morbern Europe BV, available at:

www.morberneurope.com

The warranty shall only apply to Morbern branded vinyl coated fabrics ("Products") sold by Morbern Europe BV (hereafter also referred to as "Seller") to a purchaser. Further, the warranty is only applicable to the original purchaser, purchasing the Products, in the course of its trade or profession, directly from Seller.

Seller warrants that the Products are in conformity with the quantity, quality and specifications required by the purchase contract; free from defects in materials and workmanship; and in conformity with good manufacturing practices, during a period of:

- i) five (5) years following the date of delivery of the Products for the Products manufactured by Morbern Europe BV at its own factory, in Canada, and, cumulatively, supplied to purchaser in the EU, EFTA, Turkey, Asia, Africa, Middle East, Indian Ocean and Oceania; or
- ii) two (2) years following the date of delivery of the Products, for Products manufactured by Morbern Europe BV subcontractors and, cumulatively, supplied to purchaser in the EU, EFTA, Turkey, Asia, Africa, Middle East, Indian Ocean and Oceania.

Any claim under this warranty must be made directly to Morbern Europe BV, is subject to and must comply with the terms in the General Terms of Sale of Morbern Europe BV. Proof of purchase of the Product is required for any claim under the warranty. In the event of a justified warranty claim during the warranty period and a timely notification thereof in accordance with the General Terms of Sale of Morbern Europe BV, Morbern Europe BV shall replace the non-conforming Products with conforming products free of charge delivered. Where required by law, goods are covered by the legal warranty of conformity (Articles 1649bis to 1649nonies of the old Belgian Civil Code) and by the warranty of hidden defects (Articles 1641 to 1649 of the old Belgian Civil Code).

Seller asserts the right to inspect and evaluate the Products claimed to be in non-conformity with the purchase agreement. The Products must be made available to Morbern Europe BV for examination upon first request, freight pre-paid by Purchaser.

If Seller rejects a claim, purchaser is not entitled to any warranty service or any reimbursement whatsoever. In any event, Seller reserves the right to deny claims when, among others, the non-conformity/failure is due to misuse, negligence, accident, vandalism, use of cleaning products not specially recommended by Morbern Europe BV, unauthorized modification of the product or failure of other components. Discolouring due to contact with mildew growth from adjacent components (i.e. "Pink Staining"), bleeding from adjacent components, contact with suntan lotion, or interaction with adjacent urethane foam is excluded from the warranty.

With the exception of damages suffered as a result of gross negligence or wilful misconduct of the management of Morbern Europe BV, Seller is not liable for any special, consequential, indirect, incidental or criminal loss or damage, including, but not limited to losses caused by delays, lost profits, lost savings, increased operational costs, damages caused by customers, loss of customers, loss of goodwill, etc., howsoever caused, regardless of the basis of liability, and regardless of whether it was advised in advance of the possibility of such damages arising in any way. Purchaser explicitly waives all other rights or claims he may have against Morbern Europe BV under any applicable law.

Seller makes no other warranty, expressed or implied, including without limitation any warranty of merchantability and/or fitness for a particular purpose.