

# SAMPLE

## WARRANTY FOR XR-5<sup>®</sup> FABRIC STYLE 8130

Subject to the provisions hereinafter set forth, Seaman Corporation warrants XR-5<sup>®</sup> fabric style 8130 to be in accordance with its published specifications and free from material defects in components and workmanship which would affect performance. The obligation of Seaman Corporation under this warranty is limited to, at its option, allowance for credit, repair or replacement, to the extent and for the time periods stated below, of any material which may prove defective within the warranty period under normal use and service as described herein.

Should defects as aforesaid occur within a period following the date of delivery to the customer of, in the case of XR-5<sup>®</sup> fabric style 8130, ten years, Seaman Corporation will assume the below-listed respective percentages of the repair or replacement cost thereof, based upon the original sales price to the customer, provided the customer must pay the remaining portion of such cost:

PERCENT OF SEAMAN CORPORATION LIABILITY	
Defect Occurring In	8130 XR-5 <sup>®</sup>
1st Year	100%
2nd Year	80%
3rd Year	64%
4th Year	51%
5th Year	41%
6th Year	33%
7th Year	26%
8th Year	20%
9th Year	14%
10th Year	8%

The foregoing warranty shall be void and of no effect whatever in the event the fabric shall have been exposed to harmful chemicals, abused by machinery, equipment or any persons, shall have been exposed to excessive pressures or sources, damaged as a result of abnormal weather conditions, acts of God, falling objects, explosions, fire, riots, civil commotion, external forces, faulty or inadequate installation, acts of war, radiation, harmful fumes or foreign substances in the atmosphere, floods, or any use not specifically identified in the "Membrane Application and Utilization Warranty Form." As a condition to the effectiveness and operation of this warranty, the customer shall complete, sign and furnish to Seaman Corporation prior to delivery of the fabric, this "Membrane Application and Utilization Warranty Form" identifying the application and use for which the fabric is to be employed and any material or relevant conditions or circumstances to which the fabric is to be exposed. Provided such fabric application, use and exposures do not adversely affect application of the foregoing warranty, Seaman Corporation shall sign and return to the customer after delivery of the fabric said Warranty.

To assure that Seaman Corporation technical representatives can determine the cause of any alleged defect and take appropriate steps for timely corrective measures, any claim for breach of warranty hereunder shall be made and presented to Seaman Corporation in writing within a period of 30 days following the discovery of the alleged defect, failing which the foregoing warranty shall be void and of no effect whatever. Furthermore, Seaman Corporation shall be entitled to inspect the fabric at any time during the lifetime of the foregoing warranty upon reasonable notice to the customer, it being understood that said warranty shall be invalid and of no effect in the event Seaman Corporation shall be denied the aforesaid right of inspection.

**EXCLUSION OF OTHER WARRANTIES.** EXCEPT FOR THE ABOVE EXPRESS WARRANTY, THERE ARE NO OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, APPLICABLE TO THE FABRIC COVERED HEREBY. Corrections of nonconformities and defects in the manner and for the period of time provided above shall constitute fulfillment of all liabilities of Seaman Corporation to the customer, whether based on contract, negligence or otherwise with respect to or arising out of such fabric. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY SALES REPRESENTATIVE, DEALER, AGENT OR ANY PERSON SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERM HEREOF.

All purchase orders for Seaman Corporation fabrics will be deemed submitted subject to and in accordance with the Seaman Corporation Industrial Fabric Division Standard Terms and Conditions of Sale, which are available upon request. No warranties, representations or agreements other than as contained or referred to in the Seaman Corporation Industrial Fabric Division Standard Terms and Conditions of Sale shall be deemed made hereby, or otherwise.

**LIABILITY LIMITATION.** Seaman Corporation shall not be liable in contract or in tort (including negligence) for loss of profits or revenue, loss of use of equipment or facilities, cost of capital, or for any special, indirect, incidental or consequential damages of any nature resulting from or in any manner relating to the fabric covered hereby, its design, use, any inability to use the same or any delay in delivery of the same, it being understood and agreed that the sole and exclusive remedy with respect to defective merchandise shall be the repair, correction or replacement thereof pursuant to the foregoing provisions. Should the fabric prove so defective, however, as to preclude the remedying or warranted defects by repair or replacement, the customer's sole and exclusive remedy shall be the refund of the purchase price of the fabric, or part thereof which is defective, upon its return to Seaman Corporation.

Fabric Style 8130 XR-5<sup>®</sup> DC-7 Black is recommended for the application on the attached "Membrane Application and Utilization Warranty Form".

APPLICATION: \_\_\_\_\_  
\_\_\_\_\_

Accepted/Agreed to:

_____	_____
SIGNATURE	TITLE
_____	_____
COMPANY	DATE

\_\_\_\_\_  
FELON R. WILSON  
DIRECTOR OF ENGINEERED PRODUCTS  
SEAMAN CORPORATION  
\_\_\_\_\_ DATE

\_\_\_\_\_  
STEVEN FENSKE  
NEW PRODUCT DEVELOPMENT MANAGER  
SEAMAN CORPORATION  
\_\_\_\_\_ DATE

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