

Warranty – Panvelle Stretch Upholstery Fabric

Limited Lifetime Warranty

1.1 What this warranty covers: InPro Corporation warrants only those Goods that are covered by the Purchase Order and only those Goods which are manufactured by InPro pursuant to its own specifications. Goods produced by InPro according to specifications provided by Buyer will only be warranted as to their workmanship and merchantability, and shall expressly exclude any warranty of fitness for a particular purpose.

1.2 Nature of warranty: If any of the Goods manufactured by InPro do not conform with the warranties given, InPro will, at its election, either (i) refund to Buyer the purchase price paid for such defective Goods or (ii) repair or replace the defective Goods, including the delivery costs involved to the place of delivery of the original shipment of such Goods.

1.3 Time period of warranty: The warranty provided by InPro applicable to the Goods shall be limited to a period of **ONE YEAR** following the date of delivery of the Goods by InPro to Buyer.

1.4 Warranty claims: In order to exercise its rights under this warranty, the Buyer shall inform InPro in writing within 7 days of the date when such defect appeared or ought reasonably to have been discoverable by Buyer. InPro will issue a return merchandise authorization (“RMA”) and will provide instructions to Buyer regarding InPro’s election to refund the purchase price for or to repair or replace the defective Goods, and the procedure for processing the return of the defective Goods. The shipping costs associated with returning the Goods to InPro will be at Buyer’s expense.

1.5 Warranty exclusions. Notwithstanding the foregoing warranty:

1.5.1 InPro shall not be liable for a breach of any warranty with respect to the Goods, unless InPro is given a reasonable opportunity to inspect the Goods for which Buyer is asserting a claim pursuant to this warranty, and the Buyer (if asked to do so by InPro) will return such Goods to InPro pursuant to the instructions set forth in the RMA for inspection before the Goods are cut or further processed.

1.5.2 Where specifications submitted by the Buyer differ from those of InPro, then unless otherwise agreed in writing and signed by an Authorized Representative of InPro, InPro’s specification shall prevail. Goods manufactured pursuant to Buyer’s specifications will be at Buyer’s risk, without warranty other than for workmanship and merchantability, but excluding any warranty of fitness for a particular purpose.

1.5.3 If the Goods include merchandise that is manufactured by someone other than InPro, InPro makes no warranties with regard to those Goods. This warranty exclusion shall not prevent Buyer from pursuing any warranties that may be extended by the producer of those other Goods.

1.5.4 If additional Goods are purchased by Buyer pursuant to a supplemental Purchase Order, InPro cannot warrant that the colors will match any previously purchased Goods which may have come from a different batch process. This exclusion will also apply to any Goods delivered by InPro in replacement of any non-conforming Goods pursuant to this warranty.

1.5.5 Nothing herein shall impose any liability upon InPro in respect of any defect in the Goods arising out of normal wear and tear or the acts, omissions, negligence or default of the Buyer, its servants or agents or any third party, including in particular but without prejudice to the generality of the foregoing, any failure by the Buyer to comply with any recommendations of InPro with regard to the storage, handling, care and use of the Goods.

1.5.6 No liability is accepted for any Goods which have been subjected to any further process or manufacture after risk of loss with respect to such Goods shall be deemed to have transferred to Buyer.

1.5.7 All implied warranties associated with the purchase of the Goods shall be limited to the fullest extent permitted by law.

1.6 Limitations on warranty. The foregoing warranty shall be further limited as follows:

1.6.1 Every description or specification of the Goods is given in good faith based on average results of standard tests. The use by InPro of any such description or specification shall not constitute a sale by description. InPro reserves the right to update and amend the specification of any Goods.

1.6.2 Notwithstanding that a sample of the Goods may have been exhibited to and inspected by the Buyer or results of standard tests upon a sample furnished to the Buyer, it is hereby declared that such sample was so exhibited and inspected or tested solely to enable the Buyer to judge for itself the quality of the bulk and not so as to constitute a sale by sample. The Buyer shall take Goods at its own risk as to their corresponding with the sample or as to their quality, condition or sufficiency for any purpose.

1.6.3 Except where any purpose or condition is guaranteed by InPro in the Purchase Order, InPro shall be under no obligation to test Goods prior to delivery.

1.6.4 There are no warranties that extend beyond the face hereof, and no one is authorized to change, modify or extend the terms of this warranty.

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INPRO CORPORATION
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