

TPO Marine Limited Warranty

Subject to the limitations and conditions below, CGPC America Corporation (Enduratex) warrants to its' customers who produce marine seats of boat trim component parts that all marine quality upholstery TPO coated fabrics purchased from Enduratex will conform to the applicable product specification published by Enduratex and will remain free of defects in materials and workmanship for a period of 3 years (the Warranty Period) from the date of purchase from Enduratex.

In no event shall Enduratex have any liability for any lost profits or indirect, incidental, consequential, special, punitive or exemplary damages, even if Enduratex has been advised of the possibility of such damages, including but not limited to any damages arising from or relation to any injury to persons, loss of value or use (including without limitation, diminution in value); damage to or loss of other property; claims made by end users, or cost of substitute materials.

This warranty specifically excludes (a) degradation due to the presence of amines in adjacent urethane foam cushioning; (b) damage caused by improper installation or failure of the seat and/or trim parts; and (c) deterioration due to the use of improper cleaning materials or procedures (see Enduratex cleaning guides for proper care).

Pink stain is a by-product of a specific type of bacterial micro-organism that may be introduced to marine grade product. Conformance to ASTM G21 and ASTM 11428 must be verifiable and the upholstery must be properly maintained as specified by Enduratex. This warranty specifically extends to pink staining.

No claims for defective product will be accepted by Enduratex unless such claim is submitted in writing by Customer within seven days after discovery of the defect and Enduratex shall confirm such defect under claim.

Enduratex makes no other warranty, expressed or implied including any warranty of merchantability or fitness for particular purpose.