

Contract Product Warranty Terms - 5 YEARS

Flokser guarantees that no technical and physical non-compliances will occur in products used under normal conditions with proper maintenance for 5 years from the invoice date.

FLOKSER's sole liability under warranty (and BUYER's exclusive right to remedy) is limited to the solutions expressly stated below. In case that FLOKSER has no warranty obligations in the relevant matter, FLOKSER may proceed in any of the following options at its own discretion;

- a) Replacing any product found to be defective or not conforming to the descriptions and specifications set forth herein, with an identical or substantially similar product at the agreed point of delivery,
- b) Repairing such product,
- c) Return of the amount of such products to the BUYER,

The aforementioned solutions do not apply in case of following:

- a) Damages or defects (cuts, scrapes, punctures, graffiti etc.) caused improper installation, use or maintenance in contradict with FLOKSER's specifications or instructions;
- b) Any deterioration caused by materials such as adhesives etc. used in lamination or joining techniques;
- c) Deterioration due to the presence of amines in urethane materials used in the product bonding process;
- d) Damage caused by improper installation or failure of application materials and/or trim parts;
- e) Deterioration due to use being not in compliance with the cleaning & maintenance instructions; (See Cleaning & Maintenance Instructions) ;

- f) Sewing error due to wrong sewing method or unsuitable sewing material/equipment; (See Application & Usage Instructions)
- g) Damage caused by abuse, misuse; or wear and tear;
- h) Repaired, renewed, conditioned or modified material;
- i) Exposure to harmful chemicals;
- i) Staining caused by clothing dyes and/or external factors;
- k) Previously approved and/or acceptable color variations;
- l) Damage or problems caused by accidents, natural disasters, or other external causes unrelated to the product's performance in normal use;
- k) Previously approved and/or acceptable color variations;
- l) Damage or problems caused by accidents, natural disasters, or other external causes unrelated to the product's performance in normal use;
- m) The information and/or documents supporting the customer notification are not provided by the customer

Products found to be defective by Flokser during the Warranty Period; will be replaced with an identical or substantially similar product for the amount of product found defective, and will limit the labor cost to reupholster the seat and/or upholstery to \$8 (US\$8) per meter replaced.
After the 3rd Year of this warranty, Flokser will supply replacement products but will not cover labor or other costs.

REQUIREMENTS FOR PERFORMANCE OF WARRANTY

While submitting a claim following information has to be included;

- Date of purchase, invoice number and lot details
- Dates and details related to the use of the product
- Proof of identified damage, such as purchase price, defect or defect pattern, and physical samples, photos and/or videos

The following points should be considered:

Warranty evaluations will be based on technical performance values agreed between Flokser and the customer.

Any claim against Flokser which is under warranty must be reported within one (1) month after the non-compliance is detected, otherwise such claim will be deemed to be irrevocably waived.

The material subject to the claim must be retained by the buyer until the request is approved or rejected.

The claim response period by Flokser will begin once the warranty claim has been submitted and all necessary support and evidence to perform the analysis have been obtained.

Provisions Regarding Pink Stain on Marine Vinyl Products

In order to be covered by the limited warranty for pink stain, the following additional conditions must be met:

- Pink stains shall be verifiable by the ASTM G21 and ASTM 1428 standards.
- Upholsteries must be stored as specified in Flokser's delivery & storage instructions.

The following information and samples must be submitted in connection with any warranty claim regarding the presence of pink spot:

- Sample of pink stained vinyl product including foam and fillers,
- Certification of ASTM G-21 (CFFA - 120), ASTM E1428 and AATCC 147 (CFFA -300) standards from the foam supplier (Limited warranty does not cover pink stain if foam certification is not available),
- Hull Identification Number (HIN),
- Condition of the boat, storage, maintenance, information and photos etc.,
- Confirmation that the affected Ship Grade Vinyl Product has been installed on new foam (Limited warranty does not cover pink stain if seat or other foam has been salvaged or reused).

If a customer covered by Flokser's Ship Grade Vinyl Product warranty provides the information and examples described above, and provided all other terms and requirements set out in the warranty are met, Flokser guarantees that the Ship Grade Vinyl Product, or a part of a boat containing Ship Grade Vinyl Product, or a completed boat trim component part will not show any pink stains for two years from the date of manufacture. There is no guarantee against pink spots for three to five years.

All warranty claims for pink stains must be made in writing to Flokser within thirty days after the appearance of any pink stain. Proper care will increase the fabric's natural life cycle. The customer is responsible for the correct and safe use of the product and all cleaning agents. The use of certain agents can be detrimental to fabric surface appearance and life. Flokser does not accept any liability arising from the use of such cleaning agents on vinyl.

Some clothing and accessory dyes (such as those used on jeans) can switch to lighter colors. This fact increases with humidity and temperature and is of irreversible nature.

Marine Vinyl UV Top Coating Related Provisions

Flokser warrants that, subject to UV limitations and conditions herein, the UV topcoat fabric will not be unusable due to loss of color or strength caused by normal exposure conditions including sunlight, decay and atmospheric chemicals.

The warranty coverage of three (3) years begins on the original date of purchase.

This UV coating guarantee applies only to properly sewn fabric with the fabric side exposed to the sun and the coated side protected from the sun. Flokser will supply a replacement or equivalent product, but this does not cover any labor or other costs, including warranty installation costs.

The solution described in this paragraph is the sole and exclusive solution for defects in Flokser's UV coating fabric.

VALIDITY OF WARRANTY

In the event that the product is found to be defective by Flokser, Flokser's warranty will be limited to the refund of the purchase price or the replacement of the product with a mutually agreed product or the payment of the product amount equal to the amount determined after the submission of the defective production quantities used.

The above-mentioned remedies are the sole and exclusive remedies available for breaches of warranty terms (non-conforming products and services) provided by FLOKSER.

No person or organization, whether employed or not by FLOKSER, has the authority to change any written warranty made by FLOKSER or to give additional warranties binding on FLOKSER.

Any additional statements in the advertisements and presentations of promotional materials of manufacturers, distributors, dealers and similar institutions do not constitute a guarantee by FLOKSER and are not accepted as a guarantee condition by FLOKSER.

Contrary to the issues specified in FLOKSER's warranty conditions, in case of occurrence of any of the following items, the products will be excluded from warranty.

-If the BUYER engages in practices that affect the technical specifications of the product in question or misuses it,

-If the BUYER replaces part or all of the relevant product with any part not manufactured or sold by FLOKSER,

-If the BUYER does not give FLOKSER the opportunity to inspect the product before it is repaired or replaced by the BUYER, apart from the warranty terms set forth herein, FLOKSER, disclaims all warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose and will not accept them.



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