

# Passenger Seats Limited Warranty & Sales Terms

## **WARRANTY:**

Freedman Seating Company warrants to the original buyer that its Passenger Seats are free from defects in material and workmanship for the following components:

Metal Components – Five (5) years

Plastic Components – Three (3) years

Moving Components – Three (3) years

Gas Shock Components – One (1) year

Upholstered Components (foam) – Three (3) years

Seat belts – One (1) year

Electronic Devices and Components -- One (1) year

Cover Warranty is for defects in the material or sewing and is limited to replacement covers.

- One (1) year for Level #1 in-stock FSC material and perforated vinyl

- Two (2) years for Level #3 in-stock FSC material and higher

- No warranty for COM (Customer Own/supplied Material)

For upholstered inserts

- Polyurethane foam and woven upholstery – Two (2) years

- FTA/Docket 90 foam and vinyl upholstery – One (1) year

- No warranty for COM (Customer Own/supplied Material)

The warranty period begins at time of the bus in-service date not to exceed 180 after the date of the shipment from Freedman Seating Company.

## **NON-PRORATED REPLACEMENT:**

In the event that a warranty-covered failure should occur within the warranty period, Freedman Seating Company will repair or replace the seat without charge and without prorating, at Freedman Seating Company's option. This is the sole and exclusive remedy for breach of any warranty. Any replacement seat or part is only covered by this warranty for the remainder of warranty period applicable to the original seat.

## **EXCLUSIONS:**

This warranty specifically excludes normal wear and tear and does not apply to any seat that is damaged as result of accident, derailment, improper installation, structural defects, intentional damage, abuse, vandalism, negligence, misuse, improper operating conditions, lack of maintenance, or extreme natural phenomena. Seats exposed to toxic or corrosive materials are excluded from this warranty. Seats exposed to cleaning solutions that are not listed on the Freedman Seating Company Cleaning Guide are excluded from this warranty. This warranty is provided directly to the purchaser only and does not extend to any subsequent party and is solely for the Freedman Seating Company product as it is originally manufactured.

## **INCIDENTAL, CONSEQUENTIAL DAMAGES, & LIMITATIONS:**

This warranty shall be in lieu of any other warranty or terms, expressed warranty or terms, expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. The purchaser's sole and exclusive remedy against Freedman Seating Company shall be for the repair and replacement of the defective product as provided herein. No other remedy; including but not limited to incidental or consequential damages for lost profits, lost sales, injury to person or property, shipping, freight, installation, removal, or any other incidental or consequential loss shall be available to the purchaser.

## **NOTIFICATION:**

All reports, claims, or notices required by the warranty to be provided to Freedman Seating Company must be in writing and delivered to: Attention – Freedman Seating Company, Warranty Claim Department, 4545 W. Augusta Blvd., Chicago, IL 60630. Repairs being claimed for warranty must be sent to Freedman Seating Company for prior approval and warranty acceptance before any warranty claims can be made. Parts being claimed for warranty must be sent to Freedman Seating Company for prior approval and warranty acceptance before any warranty claims can be made.

## **INSPECTION AND VERIFICATION:**

The owner must provide access to the failed seat so that Freedman Seating Company's authorized representative can perform an on-site inspection. Alternatively, Freedman Seating Company may ask the owner to ship the failed seat to Freedman Seating Company's laboratory for inspection. Within 30 days of the inspection, either on-site or in the laboratory, Freedman Seating Company will render an opinion as to whether or not the claimed failure is covered by the warranty.

## **GENERAL MAINTENANCE:**

Freedman Seating Company provides the proper maintenance and cleaning instructions on its web site [www.freedmanseating.com](http://www.freedmanseating.com). Warranty is contingent upon documented performance of recommended maintenance and service. All replacement parts should be recommended or authorized Freedman Seating Company components. Failure to purchase proper components will null and void the warranty.

## **DESIGN:**

Freedman Seating Company reserves the right to modify parts and design specifications without notice as long as the seats meet general specifications, unless otherwise committed per contract. In case further non-conforming changes have to be incorporated, Freedman Seating Company will submit such changes to customer for prior approval.

## **OTHER:**

The terms and warranty are contingent upon customers meeting agreed upon payment terms as specified in Freedman Seating Company proposals. Terms and warranty supersede any other terms including but not limited to customer terms printed on the back of Purchase Orders, listed on websites, or other sources from customers.

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