

## **MANUFACTURER'S LIMITED WARRANTY**

HAIX Schuhe Produktions- und Vertriebs- GmbH, Germany, ("MANUFACTURER") warrants only that the Products shall be free from defects in materials and workmanship for a period of one year after the date of delivery, unless otherwise agreed to by MANUFACTURER in writing. If within the applicable warranty period, (i) the purchaser discovers any defects in the materials or workmanship of any of the Products and (ii) notifies MANUFACTURER in writing of such defects and returns the defective items to MANUFACTURER, MANUFACTURER shall repair or replace the defective items, or, at MANUFACTURER's sole option, refund the purchase price for each defective item. This warranty shall not apply to any of the following: (a) Products that have been repaired or altered by anyone other than MANUFACTURER approved personnel; (b) Products that have been damaged by negligence or accident or by other circumstances beyond the reasonable control of MANUFACTURER; or (c) Products that have been improperly used or maintained, or that have been subjected to abnormal conditions of use or maintenance not in conformity with MANUFACTURER's written instructions concerning use and maintenance. In no case whatsoever, including justified warranty claims, is the purchaser entitled to retain payments due, except upon the written consent of MANUFACTURER with respect to undisputed claims. No claims for warranty will be processed if received after the warranty period.

**IN ALL EVENTS, THE LIABILITY OF MANUFACTURER, WHETHER BASED IN TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE, SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE PRICE OF THE DEFECTIVE PRODUCTS IN QUESTION OR WITH RESPECT TO WHICH SUCH BREACH, DEFAULT, OR NEGLIGENCE IS CLAIMED. THE PURCHASER ACKNOWLEDGES THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES.**

**THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.**

**MANUFACTURER SHALL NOT BE LIABLE FOR MULTIPLE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS OF OTHER PROPERTY OR PRODUCTS, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF MACHINERY OR PARTS THEREOF, INABILITY TO PERFORM SPECIFIC PROJECTS, COST OF CAPITAL, INJURIES TO OR DEATH OF PERSONS OR DAMAGE TO PROPERTY OR CLAIMS RESULTING FROM A DEFECT IN THE PRODUCTS OR BREACH OF THIS WARRANTY.**

This warranty gives the purchaser of Products specific legal rights. The purchaser may also have other legal rights, which vary from state to state. Some states do not allow the exclusion of incidental or consequential damages.

MANUFACTURER designates HAIX NORTH AMERICA, INC. as its representative to perform MANUFACTURER'S duties under this warranty provided that such designation does not relieve MANUFACTURER of his direct responsibilities hereunder nor make HAIX NORTH AMERICA, INC. a co-warrantor. All notices and returns of defective items shall be made to the following address:

HAIX NORTH AMERICA, INC.  
2320 Fortune Drive, Suite 120  
Lexington, Kentucky 40509  
U.S.A.

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