

## Product Warranty

### PERMA-CAP®

Hussey Seating Company provides the following warranty to the owner and operator of the facility in which Hussey Seating Products were purchased and installed in North America. The warranty period begins on the "date of purchase" shall be the date that the product is shipped from Hussey Seating Company. This warranty shall be void if the product has not been paid for in full.

### WARRANTY:

Hussey Seating Company (Hussey Seating Company) warrants to the original owner for the period of five years from the date of purchase Hussey Seating Company Perma-Cap® bleacher covering system, subject to the limitations and conditions listed below, to be free of defects in materials or workmanship that, in the course of normal and proper use, result flaking, peeling, corroding, blistering or abnormal discoloration.

Hussey Seating Company will, at its option, repair, replace (excluding the cost of shipping or labor charges or other expenses of any kind associated with the installation or removal of the original or replacement product) the bleacher covering system component(s) found defective by Hussey Seating Company as follows: 100% in year 1, 70% in year 2, 40% in year 3 and 10% in year 4 and 5. Hussey Seating Company shall not have any warranty obligations after the end of the 5th year from the date of purchase.

For the purposes of this warranty, "date of purchase" shall be the date that the product is shipped from Hussey Seating Company. This warranty shall be void if the product has not been paid for in full.

### TIME PERIOD:

<b>5 Years</b>
PERMA-CAP, End Caps & Splice Plates

**EXCLUSIONS AND CONDITIONS:** This warranty does not provide protection against any failure, defect or damage caused by situations, conditions or events beyond the control of Hussey Seating Company, including, but not limited to:

- Misuse, abuse, neglect or improper handling or storage.
- Movement, distortion, collapse or settling of the ground or structure on which the Hussey Seating Company product is installed.
- Improper installation or installation not in strict adherence to Hussey Seating Company's written instructions.
- Negligence in or failure to provide reasonable and necessary maintenance to prevent an accumulation of surface dirt, chalk, staining or mildew, or damage resulting from the use of harmful cleaning compounds. (Please see care and maintenance instructions).
- Use of accessories that do not properly receive and/or secure Hussey Seating Company's products.
- Use of or connection with any non-Hussey Seating Company products.
- Impact of foreign objects, fire, earthquake, lightening, hail, hurricane, tornado or other casualty or act of God.
- Applied Graphic Solutions.

In no event shall Hussey Seating Company's responsibility under this warranty exceed the amount of the product's original purchase price.

This warranty shall only extend to product in the stocking colors listed on our color chart. This warranty shall not apply to the color Black when used outdoors, or any special order colors unless Hussey Seating Company agrees in writing. The color of replacement product may be different from the color of remaining installed Hussey Seating Company product. This warranty does not cover, nor is Hussey Seating Company responsible for color differences between replacement product and remaining installed product.

Hussey Seating Company reserves the right to discontinue, modify or make changes in its products. If products covered by this warranty are not available, Hussey Seating Company has the option to substitute products of equal quality and value. Exposure to sunlight and the extremes of weather and temperature (normal weathering) will cause any colored surface to gradually fade, change color, darken, or chalk. The degree to which this occurs may be affected by air quality, the geographic location of the property or other local conditions over which Hussey Seating Company has no control. Fading and color change of the product due to normal weathering are to be expected and does not constitute "abnormal discoloration". Hussey Seating Company shall have the sole discretion to determine, based upon reasonable criteria, whether the product is suffering from abnormal discoloration.

### CLAIM PROCEDURE

The original owner must give prompt notice of any defect to obtain service under this warranty. Notice of the defect must be mailed to Hussey Seating Company, 38 Dyer Street Ext., North Berwick, ME 03906. The remedies under this warranty, if applicable, shall be provided within a reasonable time after Hussey Seating Company's receipt of such notice. Proof of purchase showing the date of purchase such as sales receipt or other purchase document is required when requesting warranty service. Failure to provide satisfactory proof of purchase will void coverage under this warranty.



## **OTHER CONDITIONS:**

This limited warranty is in lieu of all other warranties, express or implied including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Any express or implied warranty not provided herein, and any remedy for breach of contract, tort or otherwise which, but for this provision, might arise by implication or operation of law, is hereby excluded and disclaimed. Hussey Seating Company shall not be liable for inconvenience, labor, loss of time, or other incidental, special or consequential damages or losses arising in relation to the purchase or use of Hussey Seating Company products and regardless of whether arising from breach of warranty, breach of contract, negligence or other tort, or otherwise. Any implied warranties of merchantability or fitness for a particular purpose deemed applicable by law to Hussey Seating Company products shall BE limited in duration to the original purchaser for a period of FIVE years. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Some states do not allow the exclusion or limitations of incidental or consequential damages, or how long an implied warranty lasts, so the above limitations may not apply to you.

This is a "limited warranty" within the meaning of the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act. This warranty gives you specific legal rights and you may also have other rights, which may vary from state to state.

## **WARRANTY NOTICE ADDRESS:**

### **Hussey Seating Company**

Attn: Customer Services & Product Warranty Team  
38 Dyer Street Ext.  
North Berwick, Maine 03906 USA

**Product Line Warranty:** PERMA-CAP®

[www.husseyseating.com](http://www.husseyseating.com) | HSC Standard Product Warranty | PERMA-CAP | APR 2015