

Limited Product Warranty

Telescopic Equipment

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 installation completion, continues for the applicable time period set forth below, and is strictly governed by and subject to the terms and conditions set forth below.

LIMITED WARRANTY:

In the event there is a defect in the material, in the installation (in the event installation is contracted through Hussey Seating), and/or in the workmanship of the Hussey Seating Product (or component thereof) which causes failure of the product within the applicable time period and provided notification of this defect is given to Hussey Seating in writing at the address set forth below prior to the expiration of the applicable time period; Hussey Seating, in its sole discretion, will either repair or replace the defective product (or defective component thereof) with a comparable product (or component thereof), or will provide a refund of the purchase price of the defective product (or defective component thereof) prorated over the warranty period. In the event of repair or replacement, the warranty includes labor, materials, and freight for five years. All other costs are excluded. The fulfillment of the warranty (including investigation, timing of response, labor, and manner of shipment) is under the exclusive and unfettered control of Hussey Seating.

TIME PERIOD:

<p>5 Years</p> <p>Component parts of Understructure operating mechanisms, structural attachments including safety rails, assembly hardware, & accessories. Decking Systems including aisle steps, CourtSide & Classic Wood Seating Collections</p> <p>Electrical: Aisle Lights & Power Systems</p> <p>Portable & Integral Dolly Systems</p> <p>End Closure Curtains</p> <p>Surface Material Finishes: Polymer & Powder Coat (Note conditions as to color, grain and texture listed below.)</p> <p>Surface Material Finishes: Wood Veneer (Note conditions as to color, grain and texture listed below.)</p>

EXCLUSIONS AND CONDITIONS: This warranty excludes and does not apply to:

- Normal wear and tear, abuse, neglect, vandalism, alteration, or misuse – all determined by Hussey Seating in its sole discretion.
- Acts of God.
- Product altered or modified by the user.
- User attached accessories.
- Consumable Products; light bulbs, lamps, ballasts.
- Products not installed by Hussey Seating Approved Installers.
- Applied Graphic Solutions.
- Products not properly maintained in accordance with Hussey Seating Operating & Maintenance Procedures & Inspection requirements.
- Natural variations occurring in wood and/or color fastness and/or variations in matching of colors, grains or textures of materials shall not be considered defects.
- Polymer Colors will not fade greater than 5 Delta-E units measured within CIE L*a*b color space.
- Powder Coat finish will not fade greater than 5 Delta-E units measured by Hunter L*a*b Color difference per ASTM D2244.
- Powder Coat finish will not fade greater than 5 Delta-E units measured by Hunter L*a*b Color difference per ASTM D2244.

In the event of repair or replacement of the defective product (or defective component thereof) there is no responsibility for the matching of color, grain, fabric, or texture except to within commercially acceptable standards, as determined by Hussey Seating in its sole discretion. **THERE ARE NO OTHER WARRANTIES OTHER THAN THOSE EXPRESSLY STATED ABOVE, WHETHER EXPRESSED OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE) UNLESS SPECIFICALLY AGREED TO IN WRITING BY AN OFFICER OF HUSSEY SEATING IN THE SPECIFIC CIRCUMSTANCE.** Hussey Seating is not liable (in contract, tort, or otherwise) for any consequential, special, direct, punitive, or incidental damage.

WARRANTY NOTICE ADDRESS: **Hussey Seating Company**
Attn: Product Warranty
38 Dyer Street Ext.
North Berwick, Maine 03906 USA

Product Line Warranty: MAXAM1, MAXAM, MAXAM+, MXP, CourtSide & Classic Wood Seating Collections