

Warranty Declaration
Jaeger-Unitek Sealing Solutions, Inc. – RV Aftermarket Products
(Version 8.2023)

Jaeger-Unitek Sealing Solutions, Inc. (hereinafter "JUS") provides a warranty for the Flip 'N Seal family of products (Flip 'N Seal, StyleCap, FlushFloor Reinforcer, AquaDiverter, HideWire) sold by JUS (hereinafter the "Product") in accordance with the following terms and conditions.

Unless otherwise agreed or regulated below, "warranty", for the purposes of this Warranty Declaration, means the respective legal obligations and rights. Any guarantee regulations and legal rights or damages without fault of JUS are excluded. Any indispensable law remains hereby unaffected.

I. Warranty period

The period for warranty claims is 12 months after retail sale.

II. Warranty conditions

1. The purchaser is entitled to claim a warranty according to section IV only if the Product was installed, stored and handled in accordance with the instructions provided by JUS (see document "Flip 'N Seal Installation Guidelines");
2. With the purchase of the Product, the purchaser agrees to these warranty terms and confirms that the specification of the Product has been checked with regard to all relevant project circumstances and is suitable for its agreed purpose.
3. The onus of proof that the warranty conditions are met lies with the purchaser.

III. Exclusion of warranty

1. The warranty is excluded in particular if the defect of the Product has been caused by:
 - a. due to the improper handling during storage or installation;
 - b. due to normal wear and tear (e.g. normal abrasion) as long as the product remains intact as defined in the technical documentation (see document "Flip 'N Seal Installation Guidelines");
 - c. due to excessive wear and tear resulting from a significantly higher stress than originally expected; during the design phase, the purchaser is required to state the expected vehicle/room size in order to enable a suitable dimensioning of the Product. Warranty claims for wear and tear will not be accepted if the purchaser did not provide such data during the design phase or if the data provided fall significantly short;
 - d. due to an incorrect installation not attributable to a defect of the installation instructions; or
 - e. due to repair works carried out by the purchaser on its own initiative.
2. The warranty is also excluded if the defect or damage is solely cosmetic (e.g. excess paint, glue residue, scratched surface).

IV. Warranty claims

1. Claims regarding obvious defects must be submitted to JUS immediately after the receipt of goods and shall not be considered if they are not received by JUS within 8 calendar days after the receipt of goods. Hidden defects must be submitted immediately after their detection.
2. For defects that are demonstrably attributable to manufacturing or material deficiencies prior to the transfer of risk and upon a proper assertion of the warranty claims according to section V, JUS undertakes, at its own discretion, to
 - a. repair the defective Product or
 - b. replace the defective Product.
3. Any further claims, particularly claims for damages, are excluded unless mandatory by virtue of statutory provisions.

V. Enforcement of warranty claims

1. Warranty claims must be asserted in writing within the warranty period set forth in section I and addressed to the following e-mail address:
customerservice@jaeger-unitek.com
2. In order to assert a warranty claim, the purchaser shall submit the following information/documentation:
 - a. a description of the defect,
 - b. this Warranty Declaration,
 - c. invoices, delivery notes or other relevant documentation to prove the dates of purchase, delivery and installation and
 - d. details of the location of the Product.

3. The purchaser shall give JUS or a person authorized by JUS the opportunity to carry out an immediate on-site inspection of the defect and/or to grant JUS access to the product subject of the claim upon request.

VI. Miscellaneous

1. The law of the Federal Republic of Germany shall apply to this Warranty Declaration as well as to all agreements and other legal relationships between JMS and the purchaser. The regulations of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 04/11/1980 and conflict of law rules are expressly excluded.
2. The place of jurisdiction for all disputes arising from this Warranty Declaration is Delaware, USA.
3. In addition to this warranty declaration, the JUS General Terms and Conditions of Sales and Construction apply in their current version at the time of purchase (available in our download center at <https://www.jaegergroup.com/en/jaeger-unitek/downloads/>).
4. In case any provision of this Warranty Declaration – in whole or part – is or becomes invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced with a valid provision that comes closest in economic terms to it.