



Warranty Declaration

Jaeger-Unitek Sealing Solutions, Inc. – RV Aftermarket Products

(Version 12/2023)

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 date of 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. the improper handling during storage or installation;
 - b. 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. 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. an incorrect installation not attributable to a defect of the installation instructions; or
 - e. repair work 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. All matters shall be determined according to the laws of the State of Delaware, without regard to the choice of law rules thereof. Unless otherwise agreed by the parties, all disputes arising in connection with any Contract or this Warranty Declaration will be resolved in the state or federal courts situated in the State of Delaware. We reserve the right to bring an action at the place of fulfillment for the delivery of Goods and/or performance obligations under this Warranty Declaration or any other Contract, at the general place of jurisdiction of JUS.
2. The JUS General Terms and Conditions of Sale attached to this Warranty Declaration apply supplementarily.
3. 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.