



## Limited Warranty Child Seats

**Warranty:** Subject to the exclusions, conditions and limitations set forth below, RECARO North America, Inc. ("RECARO") warrants that child seating products sold by RECARO (the "Products") are not "defective" as defined below. This warranty extends only to authorized RECARO dealers and the first retail purchaser from an authorized RECARO dealer who places the Product into service (the "Customer") and will terminate at the earlier of one (1) years from the date, as applicable, at which the Product is first placed into service. A Product will be considered "defective" if it is defective in materials or workmanship and if the defect materially impairs the value of the Product to Customer under normal use, maintenance and service.

**Exclusions:** A Product will not be considered "defective" and this Warranty will not apply, where the claimed defect is attributable to:

- a) Improper installation;
- b) Modification or alteration of the Product;
- c) Failure to comply with RECARO's instructions for service and maintenance;
- d) Accident, unauthorized repairs, or unauthorized use;
- e) Any attachment or replacement part that was manufactured, supplied or added by others and was not part of the Product;
- f) Exposure to corrosive materials, the elements (including, but not limited to, cold or freezing temperatures, excessive heat, fire, humidity, and sunlight), or other acts of God;
- g) Ordinary wear and tear (including fading and discoloration);
- h) Improper loads (including passenger weight in excess of design limits);
- i) Removal of the Product from the original application or reinstallation of the Product in the original or another application; or
- j) Any other neglect, abuse or misuse.

This Warranty does not apply to normal maintenance items.

**How to Obtain Warranty Service:** A Customer who is not an authorized RECARO dealer must notify the nearest RECARO authorized dealer in writing or in person of its discovery of the claimed defect within the earlier of 30 days of such discovery (but in no case more than 30 days after the end of the applicable warranty period). Customer's notice must be accompanied by (i) proof of purchase, which shall include the original receipt, the beginning mileage, the date purchased and the failure date and (ii) the allegedly defective Product. A Customer who is not a dealer may not return any Product directly to RECARO without RECARO's prior written consent. The dealer will prepare a warranty claim form on such Customer's behalf and will send the form and the Product to RECARO at RECARO's expense. A Customer who is also an authorized RECARO dealer must submit its own warranty claim form, proof of purchase and the allegedly defective Product to RECARO within 30 days of its discovery of any claimed defect. The dealer shall package and label the Product in accordance with RECARO's specifications. The acceptance of any goods returned to the dealer or RECARO will not be deemed an admission that the Product is defective or in breach of any warranty. RECARO will perform a technical evaluation of whether the Product is defective so as to constitute a breach of the warranty provided herein. If, in RECARO's opinion, the Product is not defective, it will be returned to the dealer. If the dealer is not the complaining Customer, the dealer will return the Product to such Customer, at the Customer's expense.

**Remedies:** If any Product proves to be defective (as defined above) during the warranty period and if Customer complies with all of its obligations under this warranty, then RECARO will, at its option, either repair or replace the defective Product at its expense. If RECARO fails to repair or replace any defective Product within a reasonable time, its liability to Customer will be limited to the purchase price of the product. These remedies are Customer's sole and exclusive remedies for any defect in the Product. If Customer fails to comply with its obligations under this warranty, including, but not limited to, by failing to provide proper notice of the defect or failing to return the Product within the period specified herein, then any claim for breach of warranty will be conclusively deemed to have been waived by Customer with respect to the alleged defect.

**Disclaimer:** THE WARRANTIES STATED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, OR IMPLIED, STATUTORY OR OTHERWISE; PROVIDED, HOWEVER, THAT ANY IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE EXPRESS LIMITED WARRANTY DESCRIBED IN THE FIRST PARAGRAPH. NEITHER RECARO NOR ANY AFFILIATE OF RECARO SHALL HAVE ANY LIABILITY TO CUSTOMER OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES BASED UPON BRACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR ANY OTHER LEGAL THEORY AND ARISING FROM ANY DEFECT INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH (IF PERMITTED BY APPLICABLE LAW), PROPERTY DAMAGE, LOST PROFITS, TOWING, TRAVEL OR LODGING EXPENSES, LOSS OF TIME OR OTHER ECONOMIC INJURY. RECARO SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON IN TORT FOR ANY NEGLIGENCE FOR ANY NEGLIGENCE DESIGN OR MANUFACTURE OF THE PRODUCT, OR FOR THE OMISSION OF ANY WARNING WITH RESPECT THERETO. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from State to State.

**No Other Warranties:** Neither Customer nor any other person may modify or expand the warranty provided herein, waive any of the limitations, or make any different or additional warranties with respect to the Product except in a writing signed by an authorized officer of RECARO. RECARO reserves the right to change or improve its products without any obligation to change or improve any Product previously manufactured by it.

For more information about this warranty, call RECARO at 1-800-8RECARO or write to us at RECARO North America, Inc., Warranty Administrator, 4120 Luella Lane, Auburn Hills, Michigan 48326.