

<p>G. LIMITED ONE YEAR WARRANTY</p>	<p>Kisabeth is aware that latent defects in workmanship may present themselves within one (1) year from the date of shipment. Kisabeth shall not be responsible for claims for latent defect submitted after the period. During the warranty period, Kisabeth will repair or at its option replace, free of charge, such merchandise as shall prove to be defective. NO OTHER EXPRESS WARRANTY IS GIVEN, AND NO AFFIRMATION OF KISABETH BY WORDS OR ACTIONS SHALL CONSTITUTE A WARRANTY. THE ABOVE WARRANTY DOES NOT APPLY TO DAMAGE RESULTING FROM SHIPPING, STORAGE, ACCIDENTS, ALTERATION, MISUSE, TAMPERING, NEGLIGENCE, OR ABUSE. BECAUSE OF NATURAL VARIATION OVER WHICH KISABETH HAS NO CONTROL KISABETH TEXTILES AND CUSTOMER'S OWN MATERIALS (CUSTOMER TEXTILES) ARE NOT WARRANTED AS TO MATCHING DYE LOTS OR AGAINST FADING, OR ANY OTHER CAUSES OF A LIKE OR UNLIKE NATURE. IN ADDITION, BECAUSE OF THE NATURAL VARIATION OVER WHICH KISABETH HAS NO CONTROL, THE WARRANTY DOES NOT EXTEND TO COLOR, GRAIN OR TEXTURE OF FABRIC OR WOOD, AND KISABETH DOES NOT WARRANT MATCHING COLOR, GRAIN OR TEXTURE OF FABRIC OR WOOD. THE ABOVE WARRANTY EXTENDS TO THE ORIGINAL PURCHASER OF THE WARRANTED PRODUCT AND SUBSEQUENT PURCHASERS ARE NOT COVERED BY THIS WARRANTY.</p> <p>THE ABOVE WARRANTY IS GIVEN EXPRESSLY AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED OF MERCHANT ABILITY AND FITNESS FOR, A PARTICULAR PURPOSE AND CONSTITUTES THE ONLY WARRANTY MADE BY KISABETH.</p> <p>Any warranty work shall be performed within a reasonable amount of time and does not include the cost of freight transportation, travel time, or related expenses incurred while performing such.</p> <p>Kisabeth is exclusively responsible for performance of the obligation of the above warranty. To enforce performance or to obtain information with respect to such warranty, the customer should contact the customer relations department of Kisabeth at the address and/or phone number appearing on the face of the order acknowledgement. Some states do not allow the exclusions of or limitations on incidental consequential damages, so any exclusion of or limitation on incidental or consequential damages appearing above may not apply to you. The warranty gives you specific legal rights, and you may also have other rights that vary from state to state.</p> <p>Kisabeth warrants its standard catalog products to be free from defects in material and workmanship under normal forty- (40) hour single shift service week for a period of one year from date of shipment.</p>
<p>H. RIGHTS & OBLIGATIONS</p>	<p>The parties to this agreement expressly agree that performance of this agreement and payment here under are made at/by Kisabeth Holdings, LLC, 5320 Glenview Drive, Fort Worth, Tarrant County, Texas. It is further agreed that any dispute between the parties hereto concerning this agreement shall be in Tarrant County, Texas. Any action, dispute, controversy or claim among or between the parties related to or arising out of this agreement, or the breach there of, whether sounding in contract or tort, or otherwise, shall at the request of either party be resolved by binding arbitration rules of the American Arbitration Association before one arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The American Arbitration Association shall conduct the arbitration proceedings in Dallas, Texas.</p>
<p>I. ASSIGNMENT</p>	<p>Buyer cannot assign its rights or obligations under this agreement without Kisabeth written permission.</p>
<p>J. INDEMNITY AGREEMENT</p>	<p>Buyer will indemnify, save harmless and defend Kisabeth from all patent infringement claims, liability or loss, damage or injury to person or property in any manner arising out of or incident to the performance of this purchase order. It is the intention of Buyer that such indemnity shall apply whether or not the liability, claims demand or suits arise from the negligence of Kisabeth.</p>