

SÉURA, INC.
LIMITED PRODUCT WARRANTY

THIS LIMITED WARRANTY APPLIES TO ALL PRODUCTS SOLD BY SÉURA, INC. (THE “PRODUCTS”). THIS WARRANTY IS VALID ONLY WITH RESPECT TO PRODUCTS PURCHASED IN THE U.S. AND CANADA.

THE SÉURA LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT <https://www.seura.com/warranty/> AND IN THE DOCUMENTATION ASSOCIATED WITH THE PRODUCT. THE LIMITED WARRANTY WILL BECOME EFFECTIVE AT THE TIME OF PRODUCT SALE, AND MAY BE MODIFIED BY SÉURA FROM TIME TO TIME.

STANDARD LIMITED WARRANTY. Subject to the limitations set forth below, Séura, Inc. (“Séura”) warrants to the original purchaser (“Buyer”) of the Product that, for the applicable Warranty Period identified below, such Product will be free from defects in material and workmanship and conform in all material respects to Séura’s published specifications for such Product (in effect as of the date of manufacture).

APPLICABLE WARRANTY PERIOD. The applicable Product Warranty Period for each of Séura’s product categories begins upon the date of the Product’s sale to the original purchaser by Séura or any authorized Séura distributor or reseller (a “Dealer”); and continues for the period set forth below:

ORIGINAL SALE PRODUCTS

- **LIGHTED MIRRORS**
 - a. **Lighted Mirrors (excluding Imported and Select Lighted Mirrors):** Seven (7) years with respect to Product’s glass, structure, and assembly; Five (5) years with respect to Product’s electrical and LED light strips; Three (3) years with respect to Product technology including clocks, night lights, defoggers, dimmers, and touch controls.
 - b. **Imported Lighted Mirrors:** Three (3) years with respect to Product’s (i) glass, structure, and assembly and (ii) electrical and LED light strips; One (1) year with respect to Product technology including clocks, night lights, defoggers, dimmers, and touch controls.
 - c. **Select Lighted Mirrors:** Three (3) years with respect to Product’s electrical and LED light strips; One (1) year with respect to Product’s glass, structure, and assembly.
- **TV MIRRORS**
 - a. **TV Mirrors:** Three (3) years with respect to Product’s glass, structure, and assembly; Two (2) years with respect to Product’s TV display and other components (including remote and power supply).
 - b. **Lighted TV Mirrors:** Three (3) years with respect to Product’s glass, structure, and assembly; Five (5) years with respect to Product’s electrical and LED light strips; Two (2) years with respect to Product’s TV display and other components (including remote and power supply).
 - c. **Indoor Waterproof TVs:** Three (3) years with respect to Product’s glass, structure, and assembly; Two (2) years with respect to Product’s TV display and other components (including remote and power supply).
- **OUTDOOR DISPLAYS**
 - a. Two (2) years with respect to Product’s structure, assembly and TV display and other components (including remote and power supply).
- **MOUNTS AND ACCESSORIES**

- a. **Indoor and Outdoor TV Mounts:** Two (2) years.
- b. **Outdoor Soundbars:** Two (2) years.
- c. **Protective Display Covers:** Two (2) years.
- d. **Decorative Frames:** One (1) year.

REFURBISHED C-STOCK PRODUCTS. Ninety (90) days with respect to Product's structure, assembly, glass and TV display and other components (including remote and power supply).

WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, AND TO THE EXTENT NOT PROHIBITED BY LAW, SÉURA MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO ALL BUYERS. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF A BUYER'S JURISDICTION, SÉURA LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

PRODUCT WARRANTY LIMITATIONS. The Séura Limited Warranty is valid only with respect to Products sold in the U.S. or Canada, and extends only to the original purchaser of the Product. The Séura Limited Warranty does not apply to any Product that:

- A. has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation or set-up (including use of unauthorized mounts), improper shipment or handling (including use of alternate packaging), improper storage, improper cleaning and/or maintenance, improper operation, abnormal levels of use, abnormal physical stress, abnormal environmental conditions or use contrary to any documentation or instructions issued by Séura;
- B. has been altered, modified, repaired or reconstructed without Séura's prior written authorization or by any party other than Séura (or any authorized Séura service representative);
- C. has been used or integrated with, or incorporated into, any third-party products, hardware or product that has not been previously approved in writing by Séura;
- D. has been damaged in connection with fire, flood, earthquake, tornado, hurricane, lightning, electrical surges, animal or insect infestation and/or other similar natural disasters, acts of God or circumstances that otherwise outside of the control of Séura; or
- E. has no serial number or the serial number has been removed, defaced, replaced, or otherwise tampered with in any manner.

The Séura Limited Warranty does not extend to cover normal wear and tear of the Product, including corrosion or rust resulting from damaged, scratched or chipped paint or other surfaces that does not affect the performance of a Product or the reasonable cosmetic appearance of a Product.

BUYER IS SOLELY RESPONSIBLE TO EVALUATE, TEST, SELECT AND VERIFY THE ADEQUACY AND COMPATIBILITY OF A PRODUCT FOR BUYER'S PARTICULAR INTENDED USE AND PLACEMENT.

REMEDIES FOR WARRANTY CLAIMS. During the applicable Warranty Period, Séura's liability with respect to any Products that do not conform with this Limited Warranty will be resolved by Séura completing either of the following remedies, in Séura's sole discretion and at its expense: (i) repairing or replacing the defective Products, or (ii) crediting or refunding a pro-rata portion (based upon the remainder of the Warranty Period that remains for such Product) of the current MSRP of such Product (less any applicable discounts, rebates or credits). If Séura repairs or provides a replacement Product, the delivery of a repaired or replacement Product does not extend the original Warranty Period and this Limited Warranty shall continue with respect to such repaired or replacement Product only for the remaining portion of the Warranty Period, if any, applicable to the original Product delivered to Buyer. In no event will Séura be responsible for any costs related to: (x) the removal and return of any defective Product, (y) airfreight or other shipping costs related to delivery of repaired or replacement Product to Hawaii, Alaska, the Virgin Islands or any other locations outside of the continental United States, and/or (z) the installation of repaired or replacement Product. THIS SECTION SETS FORTH BUYER'S SOLE REMEDY AND SÉURA'S ENTIRE LIABILITY WITH RESPECT TO ANY BREACH OF THIS LIMITED WARRANTY OR THE DEFECTIVE PRODUCTS.

WARRANTY PROCEDURE. All claims for breach of this Limited Warranty must be received by Séura no later than the expiration of the applicable Warranty Period for a Product. Séura will have the right, but not the obligation, to investigate all claims, and Buyer will fully cooperate and provide Séura with full and unfettered access to the Product. Failure to timely and properly follow the warranty claim procedures shall relieve Séura from any liability under this Limited Warranty or otherwise.

- A. **TECHNICAL SUPPORT.** To file a claim and obtain warranty service, Buyer must contact Séura's Technical Support department at (920) 857-9069 within thirty (30) days of suspecting or discovering defective Product. Séura Technical Support Representatives are available Monday-Friday, 8:00am-4:30pm Central Time. Upon request, Buyer will be required to provide original proof of purchase of the Product (and/or date thereof) and the original Séura Product serial number. Séura will provide technical support for any warranty claims by phone in an attempt to provide immediate resolution of any Product issues.
- B. **FACTORY SERVICE.** If Product issues persist and the Product is eligible for warranty coverage, Séura's Technical Support may require that the Product be returned for repair at Séura's factory in Green Bay, Wisconsin.
- If Product return is required, Séura will issue a "Return Merchandise Authorization" (RMA) Number and, if applicable, specific return and shipping instructions. Packages not bearing the issued RMA Number will not be accepted by Séura and will be returned to sender.
 - Returned Product will only be accepted for warranty claims if shipped and delivered to Séura in the Product's original packaging materials. (If original packaging is not available, Buyer may contact Séura to receive authorized replacement packaging.)
 - In addition to the Product, the package must include the warranty claimant's original sales receipt for the purchase of the Product.
 - All Product returns must be delivered (freight prepaid) to Séura's facility located at 1230 Ontario Road, Green Bay, WI 54311. Buyer will be solely responsible for all liability and retain all risk of damage or loss with respect to the Product during shipment to and from Séura in connection with the warranty claim process. Upon completion of repairs, Séura will return the repaired Product to the applicable Séura Dealer or Buyer, as requested.
- C. **ADVANCE PRODUCT REPLACEMENT.** If Séura's Technical Support determines that the Product is eligible for warranty coverage and must be replaced, Séura will deliver a Séura-certified refurbished Product to the applicable Séura Dealer or Buyer, as requested. Séura will issue a "Return Merchandise Authorization" (RMA) Number (and, if applicable, specific return and shipping

instructions) for the defective Product, and Buyer must follow the Product return procedures outlined above to return the defective Product to Séura's factory in Green Bay, Wisconsin. Buyer must provide payment information (in the form of current credit card information) to Séura before a replacement Product will be shipped to Buyer. If Séura does not receive the defective Product from Buyer within thirty (30) days of shipment of the replacement Product, Buyer will be charged the full current MSRP for the replacement Product.

- D. **INELIGIBLE PRODUCT.** If Séura determines that any Product returned under this warranty procedure is, for one or more reasons, ineligible for warranty coverage, Séura will notify the Buyer of same and any relevant service alternatives that are available on a fee basis. Buyer may also be subject to additional charges to reimburse Séura for costs incurred to restore the returned Product to "like-new" condition, which amounts may include charges for parts, labor and/or shipping.

LIMITATION OF LIABILITY. SÉURA WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE RELATED TO ANY WARRANTY CLAIM OR WITH RESPECT TO A PRODUCT, REGARDLESS OF (I) WHETHER THE DAMAGES WERE FORESEEABLE; (II) WHETHER OR NOT SÉURA WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. SÉURA'S MAXIMUM AGGREGATE LIABILITY RELATED TO ANY WARRANTY CLAIM OR WITH RESPECT TO A PRODUCT, WHETHER RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE THEN CURRENT SÉURA WHOLESALE PRICE OF THE SPECIFIC PRODUCT FROM WHICH THE CLAIM DERIVES.

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