

**7. COVERAGE PERIOD**

The LIMITED WARRANTY period for Kush ease®, L.L.C. products are ONE (1) YEAR for construction and ONE (1) YEAR for the fabric beginning on "the date of purchase." "Date of purchase" for the purpose of this LIMITED WARRANTY is defined as the date on which Kush ease®, L.L.C. places the ordered product(s) with the shipping carrier for delivery to the Customer. There is no coverage period for custom embroidered images.

**8. LIMITED WARRANTY VALIDITY**

This LIMITED WARRANTY is valid only if a copy of the invoice is submitted showing the original date of purchase.

**9. RECEIVING WARRANTY SERVICES**

If warranty service on the product is needed, the Customer shall call the Dealer or Retailer from whom the Customer purchased the product, and the Dealer or Retailer will inspect the claim. Alternatively, if the product was purchased directly from either a Kush ease®, L.L.C. representative or the Kush ease®, L.L.C. Company, the Customer shall contact the applicable party. I, the Customer, will be responsible for ALL shipping charges associated with warranty service.

**10. WHAT WILL Kush ease®, L.L.C. DO?**

The claim will be inspected and reviewed. After review, Kush ease®, L.L.C. will determine if the product meets the replacement requirements and conditions that are described herein. If Kush ease®, L.L.C. determines that the product meets these replacement requirements and conditions, Kush ease®, L.L.C. will then supply an exact replacement of the product purchased. In the event the fabric manufacturer discontinues the fabric, Kush ease®, L.L.C. will match the piece as closely as possible with no extra charge to the Customer. Kush ease®, L.L.C. will return the replacement product back to the Customer within a reasonable amount of time from the date of receipt and evaluation of the claim. I, the Customer, will be responsible for ALL shipping charges associated with warranty services.

**11. LIMITATION ON LEGAL REMEDIES**

Kush ease®, L.L.C. DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO AND WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTY WHICH IS NOT EFFECTIVELY DISCLAIMED HEREIN, SHALL BE LIMITED IN DURATION TO ONE (1) YEAR. Kush ease®, L.L.C. IS NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR EXPENSES OF ANY KIND OR NATURE OR FOR BODILY INJURY CAUSED BY MISUSE OF THE PRODUCT ON THE PART OF THE CUSTOMER OR MISUSE BY ANYONE USING THE PRODUCT IN A WAY IN WHICH IT WAS NOT DESIGNED OR INTENDED TO BE USED. Kush ease®, L.L.C. liability is limited to replacement of the original product if the replacement requirements are met. Kush ease®, L.L.C. is NOT responsible for consequential or incidental damages or expenses of any kind or nature, regardless of the cause, even if Kush ease®, L.L.C. has any knowledge regarding the probability of their occurrence. Without limiting the generality of this statement, Kush ease®, L.L.C. will not be liable for injury to persons or property, loss of use of the product, impairment of or damage to other goods.

**12. CONFLICT OF LAWS**

This LIMITED WARRANTY and each Order shall be governed by and construed according to the laws of the State of Florida. Customer agrees to submit to the non-exclusive jurisdiction of the courts of Florida for any claims made under this LIMITED WARRANTY or any Order. Each of the parties hereto hereby irrevocably waives any and all rights such party may otherwise have to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions completed hereby.

**13. MERGER CLAUSE**

This LIMITED WARRANTY and the Customer's Order Form(s) constitute the entire agreement between the parties with respect to their subject matter and may not be modified except in writing signed by duly authorized officers of Kush ease®, L.L.C. and the Customer.

I, THE CUSTOMER, HAVE READ AND COMPLETELY UNDERSTAND ALL THE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO FLAMMABILITY AND WARNINGS, CARE INSTRUCTIONS, ITEMS COVERED AND NOT COVERED AND WARRANTY SERVICES STATED ABOVE.

Customer (Purchaser) Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Kush ease®, L.L.C. Representative or Retail Outlet Name: \_\_\_\_\_