

EM Upholstery Technology Terms & Conditions

Effective Date: October 1st, 2023

TERMS AND CONDITIONS OF SALE

These Terms & Conditions include an important provision for arbitration and a class action waiver. By purchasing from EM Upholstery Technology (“Company”) and using this website, you, as the buyer (“Buyer”), agree to resolve disputes through arbitration rather than in court, waiving your right to a judge or jury trial, as well as any right to proceed in a class action. This provision is outlined in detail below. You may opt out of the arbitration clause and/or class action waiver as specified.

By purchasing products (“Goods”) from EM Upholstery Technology and using this website, Buyer acknowledges and accepts the following terms and conditions of sale (“Terms”). These Terms, along with the order details, form the entire agreement between EM Upholstery Technology and Buyer (“Agreement”). This Agreement supersedes any prior agreements, whether oral or written, and any conflicting terms provided by Buyer will not apply.

The Company’s privacy policy and any other policies related to specific offers, products, or features on the website are also incorporated into this Agreement.

1. Orders

All orders placed with EM Upholstery Technology (“Order”) are considered an offer and are subject to acceptance by the Company. No order is binding until we authorize shipment of the Goods. We reserve the right to refuse any order at our discretion, and the Company shall not be held liable for failure to accept an Order. Orders are accepted only for shipment within the United States and Canada. By placing an Order, Buyer certifies that all information provided, including vehicle details, is accurate. The Company relies on this information, and any inaccuracies may result in improper fitment of the Goods, for which Buyer is responsible. Colors displayed on the website or in digital formats may differ from actual materials; physical samples are available upon request, which may incur a fee. The Buyer is solely responsible for design and color choices.

2. Pricing and Payment

The price of Goods will be based on the Company's quoted price at the time the order is placed, and all prices are listed in US dollars. Available payment methods will be presented at checkout, and Buyer is responsible for any associated credit card processing fees. Prices do not include taxes; applicable sales taxes will be added to the invoice. Partial shipments may occur, and each may be invoiced separately.

3. Order Cancellation

EM Upholstery Technology reserves the right to cancel any Order for reasons such as suspected fraud or errors. In such cases, Buyer will be refunded. Once an order is placed and accepted, cancellation is subject to our written consent and may incur fees, as the Goods are custom-made. Buyer has 15 minutes after placing an order to make adjustments or cancellations. After this window, a \$500 fee applies. Once installed, Goods cannot be returned. Buyer understands that original vehicle upholstery will be permanently removed during the installation of the Goods.

4. Shipping and Delays

The Company will arrange shipping of the Goods to a designated installer via third-party carriers on behalf of the Buyer. Delivery and risk transfer occur when the Goods are loaded onto the carrier's transport. Estimated shipment and installation dates are not guaranteed, and we will not be liable for any delays. If Buyer does not accept delivery, we may store the Goods at Buyer's expense for up to 30 days. After this period, the order may be canceled, and Buyer will be refunded, less a \$500 cancellation fee.

5. Force Majeure

EM Upholstery Technology shall not be liable for failure to fulfill obligations under this Agreement due to events beyond its control. These events include, but are not limited to, labor disputes, natural disasters, war, terrorism, epidemics, pandemics, supply chain disruptions, and legal restrictions. In such instances, we may cancel the Agreement or any outstanding Orders without liability.

6. Warranty

All Goods are covered by the EM Upholstery Technology Limited Warranty, available on our website. This Warranty, along with the terms outlined in this Agreement, forms the only

warranties provided. If the Warranty and this Agreement conflict, the terms of the Warranty shall prevail.

7. Warranty Limitations

To the maximum extent permitted by law, the remedies provided under this Agreement and the Warranty are the sole and exclusive warranties and remedies offered by EM Upholstery Technology. We expressly disclaim all other warranties, whether express or implied, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, so certain disclaimers may not apply to you.

8. Indemnity

Buyer agrees to indemnify and hold harmless EM Upholstery Technology and its affiliates, along with their officers, directors, employees, agents, and third-party providers, against any claims, liabilities, damages, and costs, including attorney fees, arising from Buyer's breach of this Agreement, misuse of the Goods, or violations of applicable laws.

9. Limitation of Liability

In no event shall EM Upholstery Technology or its affiliates be liable for indirect, incidental, punitive, or consequential damages, including lost profits, business interruption, or data loss, arising out of the use or inability to use the Goods. Our total liability to Buyer, whether in contract or tort, shall not exceed the total amount paid by Buyer for the Goods. Some jurisdictions do not allow limitations on damages, so certain limitations may not apply.

10. Claims

Buyer must inspect the Goods immediately upon installation. Any claims regarding defects or issues with the Goods must be raised promptly.

11. Product Changes

The Company reserves the right to make modifications to any of its products or discontinue their production without notice. We are not liable for any failure to fulfill an order based on such changes.

12. Intellectual Property

No provision of this Agreement grants Buyer any rights to the intellectual property of EM Upholstery Technology.

13. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the State of California. Any disputes shall be subject to arbitration as described below, except where otherwise noted. The parties agree to the exclusive jurisdiction of the courts located in San Bernardino , California, for certain disputes as outlined in the Arbitration and Class Action Waiver section.

14. Compliance with Export Laws

Buyer agrees to comply with all relevant export and trade regulations governing the sale and shipment of Goods. Failure to install or use Goods in the proper application may violate U.S. law.

15. Arbitration and Class Action Waiver

(a) Agreement to Arbitrate

To resolve disputes efficiently, both Buyer and EM Upholstery Technology agree to submit any disputes related to this Agreement or the Goods to binding individual arbitration. By agreeing to this provision, both parties waive the right to pursue any claims in court or as part of a class action. Arbitration will be conducted by the American Arbitration Association (AAA) under its consumer rules.

(b) Exceptions

Certain disputes, such as those eligible for small claims court or related to intellectual property, are excluded from arbitration and may be litigated in court.

(c) Arbitration Procedure

This Limited Warranty covers defects in workmanship and materials under normal use. It does not apply to products that have been altered, subjected to unauthorized repairs, or damaged due to accidents, abuse, or improper care. Please review the care and cleaning instructions for maintaining your product. Use of prohibited cleaning products, as outlined in our instructions, will void this warranty.

This warranty is valid only for products purchased from EM Upholstery Technology or from an authorized EM Upholstery Technology installer or reseller in the United States or Canada.

What's Not Covered?

- Labor charges, unless installation was performed by an **EM Upholstery Technology Authorized Installer**.
 - Products installed in vehicles used for commercial purposes, or any damage found to be caused by misuse, neglect, improper installation, or unauthorized repairs.
 - Wear and tear, including abrasions, scuffs, cuts, or scratches. These types of wear do not constitute defects in materials or workmanship.
 - **Color variations:** We cannot guarantee color dye lot uniformity and will not be responsible for minor variations.
 - **Blue Dye Transfer:** Some clothing, especially dark-colored fabrics (like jeans), may transfer dye onto lighter upholstery surfaces over time. This is not considered a defect. To minimize risk, consider choosing darker interior colors if dye transfer is a concern.
 - **Improper cleaning products:** Use of any harsh chemicals or silicone-based cleaners that can damage the surface of your product will void this warranty. See below for proper care instructions.
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Care and Cleaning Instructions

Our interiors have been treated with a protective coating during the manufacturing process, which helps resist stains and wear. To maintain the appearance and longevity of your product, follow these cleaning guidelines:

For Spots and Spills:

- Blot excess liquid immediately with a clean, absorbent cloth or sponge.
- Use lukewarm water and blot dry with a towel. Allow the area to air dry.
- Do not use heat devices like hair dryers, as they can damage the material.

For Stubborn Stains:

- Mix a mild solution using **Ivory bar soap** (not dish soap) and lukewarm water.

- Apply the soap with a clean, wet sponge, blotting the affected area gently. Avoid using excessive force, as heat and friction from rubbing can cause damage.
- Rinse with water and air dry.

For Disinfecting:

- We recommend using only **botanical-based disinfectants**. Avoid alcohol or ammonium-based products as they may degrade the surface over time.

Do Not Use:

- Avoid saddle soaps, oils, abrasive cleaners, dishwashing liquids, solvents, alcohol-based products (including hand sanitizers), household disinfectants, varnish, ammonia, bleach, or any other harsh chemicals. These products can damage the surface and void your warranty.

Disclaimers and Limitations

To the maximum extent permitted by law, **EM Upholstery Technology** provides this express warranty and disclaims all other warranties, whether express or implied, including implied warranties of merchantability and fitness for a particular purpose. Any implied warranties that may apply by law are limited to the duration of this express warranty.

We will not be liable for any incidental, indirect, or consequential damages, including but not limited to labor costs, loss of profits, or any claims by third parties, even if we have been advised of such possibilities.

Some states may not allow exclusions or limitations of incidental or consequential damages, or limitations on how long an implied warranty lasts. Therefore, the above exclusions may not apply to you. This warranty gives you specific legal rights, and you may have other rights that vary from state to state.

Sole and Exclusive Remedy

If a product from **EM Upholstery Technology** is found to have a defect in materials or workmanship, we will, at our sole discretion, either repair or replace the defective product. This is the sole and exclusive remedy under this warranty.

How to Submit a Warranty Claim

If you believe your product qualifies for a warranty claim, please contact the installer or reseller from whom you purchased your product, or contact our customer service team at 760-980-2383. Any product sent for repair or replacement must first be authorized by **EM Upholstery Technology**.

EM Upholstery Technology reserves the right to modify, discontinue, or improve our products without any obligation regarding products previously sold.

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EM Upholstery Technology Care and Cleaning Guide

At EM Upholstery Technology, we use premium automotive interior materials. Each interior is specially treated during manufacturing to protect against dirt and stains from everyday use. By following the simple cleaning recommendations outlined below, you can easily maintain the beauty and durability of your interior.

Cleaning Spots & Spills

When accidents happen, it's important to clean up right away:

- **Blot Excess Liquids:** Use a clean, absorbent cloth or sponge to blot any spills immediately.
- **Use Lukewarm Water:** If needed, gently clean the area with clear, lukewarm water. Blot dry with a towel and allow the area to air dry naturally.
- **Avoid Heat Dryers:** Do not use hair dryers, heat dryers, or any similar devices, as they can damage the material.

Cleaning Stubborn Spots & Stains

For more stubborn stains:

- **Mild Soap Solution:** Use a mild solution made from **Ivory® bar soap** (not dishwashing liquid) and lukewarm water.

- **Blot Gently:** Apply the soap to a clean, wet sponge and gently blot the affected area without applying too much pressure. Excessive friction or heat can damage the material over time.
- **Rinse and Air Dry:** Rinse the area with water and let it air dry naturally.

Disinfecting Your Interior

To keep your interior disinfected while maintaining its integrity:

- **Botanical-Based Disinfectants:** We recommend using only botanical-based disinfectants. These should be used according to the instructions on the product label.
- **Avoid Alcohol-Based Products:** Alcohol or ammonium-based disinfectants can degrade the surface of your interior over time when used repeatedly. Avoid consistent use of these products.

Products to Avoid

To protect the surface of your interior and ensure it lasts, **do not use** the following products:

- **Saddle Soaps or Oils**
- **Abrasives or Detergent-Based Cleaners** (like dishwashing liquids)
- **Solvents or Mineral Spirits**
- **Products Containing Alcohol** (including hand sanitizers)
- **Household Disinfecting Sprays or Wipes**
- **Varnish, Ammonia Water, or Bleach-Based Cleaners**

Using these products can damage the protective coating of your interior and may void your warranty.

Blue Dye Transfer

Note regarding Blue Dye Transfer: Certain clothing items, such as dark jeans, contain dyes that may transfer to lighter-colored upholstery over time. This is a natural occurrence and is not considered a defect in the material. If you're concerned about the possibility of dye transfer, we recommend selecting a darker color for your leather interior.