

DeMOULIN BROTHERS & COMPANY
LIFETIME LIMITED WARRANTY

Warranty

DeMoulin Brothers & Company ("Seller") does hereby warrant for life to every original purchaser of our product that the following uniform parts are free of defective workmanship or material when properly maintained: coats, trousers, overlays, and standard material trims (that is, trim made of wool, wool blend fabric, selected 14 or 14 ½ oz. 100% polyester whipcord, and DeMoulin or Applause formal fabrics). This warranty specifically extends to the internal construction of the uniform parts and moth protection, as well as shrinkage and colorfastness if beyond textile industry standards and based upon proper dry cleaning conditions. Seller further warrants against defective workmanship or materials from the plastic frame of all headgear only to the extent this headgear is guaranteed by suppliers of Seller.

Limitations and Restrictions

This warranty is limited, however, to the following conditions:

- (1) Seller shall not be responsible for any damage caused to fabrics or materials by dry cleaning or other cleaning processes unless such work is done by a professional dry cleaning establishment and in strict accordance with the cleaning instructions provided by Seller.
- (2) Seller shall not be responsible for normal wear and tear, including but not restricted to pulls, tears, or pilling of fabrics.
- (3) Seller shall not be responsible for damage caused by alterations, accidents, unreasonable use, or unusual treatment due to misfitting of garments to wearer or extreme weather conditions.
- (4) Only the following fabrics are included: wool, dacron/wool, selected 14 or 14 ½ oz. 100% polyester whipcord, and DeMoulin or Applause formal fabrics. All other fabrics are excluded, including but not limited to sequin, metallic, holographic and satin fabrics and trims.

Process to Follow to Make a Warranty Claim

To obtain warranty service notice of claims arising from this limited warranty must be submitted in writing to DeMoulin Brothers & Company, Greenville, Illinois 62246. Buyer must make available for inspection by Seller, within twenty (20) days of notice, at a location and time reasonably convenient to both parties, all goods for which claim is being made. NO returns or claims will be accepted without prior written acceptance thereof by Seller.

Seller shall repair, or at its discretion replace, any defective uniform part. This repair or replacement is limited to fabrics which DO NOT pass the AATC industry approved test for crocking. Further, repair or replacement will be determined after an investigation by Seller as to the cause of the damage. If it is determined by Seller that the damage was caused by alterations, accidents, unreasonable use, unusual treatment due to misfitting of garments to wearer, extreme weather conditions or improper cleaning methods, Seller WILL NOT be responsible for the repair or replacement of any uniform or uniform part. In the event such investigation reveals a defective product, Seller shall replace or repair such product within ninety (90) days or in a reasonable time period as determined by Seller.

Buyer shall not be entitled, however, to claim any consequential damages (including lost profits) for non-conforming or defective goods or for late delivery or non-delivery.

DISCLAIMER OF WARRANTIES

This Limited Warranty is expressly in lieu of other warranties, express or implied and whether statutory or otherwise, including any warranty of merchantability and fitness for a particular purpose and there are no warranties which extend beyond the description on the face hereof.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS SALE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR COVER, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Buyer should note, for his own protection, the following:

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

In the event Buyer pursues any legal action arising from this warranty, the Buyer hereby consents that the State of Illinois shall have jurisdiction and venue over any such action.



Donald R. Adamski, President & COO