

Limited Warranty:

King David Linen ("Manufacturer") warrants its products sold as "new" to be free from defects in material and workmanship for a period of thirty (30) days from the date of purchase by a retail customer when used, stored, inspected, and serviced as specified in any operating instructions provided with the King David Linen Product. This warranty excludes normal wear and tear, abuse, misuse, non-standard application, acts of nature, lack of proper maintenance, improper care or storage (blankets should be folded and not rolled up), unauthorized repair, unauthorized modification, or attachment to another product. Neither Manufacturer, nor its representatives, assumes any responsibility for any other products used with the King David Linen Product or for results of or damages caused to persons or property by the use of the King David Linen Product. Only the Manufacturer is authorized to make any warranty or representation, and the customer may not rely on any other warranty or representation. All implied warranties are hereby disclaimed.

Manufacturer makes no other warranty or representation of any kind, expressed or implied, in fact or in law, including without limitation any warranty of merchantability, noninfringement, or fitness for a particular purpose or use other than the limited warranty set forth above.

Limitation of Liability:

Manufacturer's sole liability shall be as set forth herein and shall extend only to inspection, replacement, or repair of the King David Linen Product, at the discretion of the Manufacturer, within the time period and on the terms set forth herein. Manufacturer has no liability for any other products used with, attached to, or with which the King David Linen Product may be integrated into, or for the results of such use, attachment, or integration. In no event will Manufacturer be liable for special, incidental, indirect, punitive, or consequential damages. In no event shall Manufacturer's liability exceed the payments received by Manufacturer for the King David Linen Product.

Returns:

- a. When any King David Linen Product has been authorized for return for inspection, replacement, or repair, it must be returned as specified in the Return Merchandise Authorization Form.
- b. A Manufacturer-issued Returned Material Authorization (RMA) number authorizing a product return must be acquired prior to sending any return. Additionally, documentation of model, product serial number, dealer invoice number, dated proof of resale, and description of failure shall accompany all returns.
- c. All returns must be freight prepaid and in their original containers or in a manner conducive to proper shipping and handling procedures. Product(s) replaced or shipped in accordance with the Return Merchandise Authorization Form will be returned freight prepaid.
- d. Manufacturer reserves the right to postpone, delay, or refuse warranty claim consideration for unauthorized returns or returns made by dealers or distributors whose open and active

accounts are past due or delinquent. The dealer or distributor agrees that no warranties or other guarantees on any products shall be made in excess of those made by Manufacturer. This agreement excludes Manufacturer or its representatives from all liability not covered in this Warranty.

Indemnification:

Customer acknowledges that King David Linen has no control over, and is not responsible for, the manner in which the Customer uses the Product(s). The Customer hereby agrees to indemnify, defend, and hold harmless Customer, its affiliates, and their respective officers, directors, employees, agents, representatives, successors, and assigns from and against any and all suits, proceedings, demands, judgments, awards, losses, damages, costs, penalties, expenses, claims, and liabilities, including reasonable attorneys' fees, witness fees, and court costs, and any other losses and liabilities of any kind or nature whatsoever ("Damages") of, or awarded to or settled with third parties in third-party claims or actions, and the reasonable costs of King David Linen in successfully enforcing this indemnification obligation, arising out of one or more of the following: (a) the use, operation, or modification of any King David Linen Product, provided however, that Customer shall have no indemnification obligation to the extent that the claim arises solely out of any negligent acts or omissions by King David Linen; (b) negligent acts or omissions or willful or intentional misconduct of Customer (including its employees, agents, representatives, successors, and assigns); and (c) failure to comply with any relevant federal, state, or local laws, regulations, rules, or ordinances (including but not limited to those related to hazardous waste and materials).

Miscellaneous:

This agreement and its terms shall be construed under Utah law, and Customer hereby consents to the exclusive jurisdiction of any state or federal court located in Salt Lake County, Utah, and waives any objection to jurisdiction and venue of any action instituted against it as provided herein and agrees not to assert any defense based on lack of jurisdiction or venue. Reasonable attorney fees will be awarded to the prevailing party in the event of a dispute.