

## LIMITED PRODUCT WARRANTY

### WHO IS COVERED BY OUR LIMITED WARRANTY?

Our limited warranty only covers the original purchaser of our furniture. It does not cover any subsequent owner or other person to whom you sell or give our furniture.

### WHAT DOES OUR LIMITED WARRANTY COVER?

We warrant that the furniture you buy from us will be free from defects in materials and workmanship from the date on which you purchase it for the following warranty periods:

| CATEGORY    | SUB-CATEGORY                  | LIMITED WARRANTY PERIOD |
|-------------|-------------------------------|-------------------------|
| Residential | Mattresses                    | 5 years                 |
|             | Air Mattresses                | 1 year                  |
|             | Mattress Accessories          | 1 year                  |
|             | Rugs                          | 1 year                  |
|             | Upholstered Beds              | 2 years                 |
|             | Upholstered Headboards        | 5 years                 |
|             | Wooden Bedroom Furniture      | 5 years                 |
|             | Upholstered Kitchen Furniture | 1 year                  |
|             | Wooden Kitchen Furniture      | 1 year                  |
|             | Living Room Furniture         | 1 year                  |
|             | Storage & Organization        | 1 year                  |
|             | Trash Containers              | 1 year                  |
|             | Other                         | 1 year                  |
| Patio       | Patio Seating                 | 1 year                  |
|             | Patio Tables                  | 1 year                  |
|             | Patio Swings                  | 1 year                  |
|             | Outdoor Heating               | 1 year                  |
|             | Outdoor Shades                | 1 year                  |
|             | Outdoor Storage               | 1 year                  |
|             | Outdoor Lighting              | 1 year                  |
|             | Umbrellas                     | 1 year                  |
|             | Other                         | 1 year                  |
| Office      | Task Chairs                   | 1 year                  |
|             | Executive Chairs              | 2 years                 |
|             | Office Desks                  | 1 year                  |
|             | Reception Chairs              | 1 year                  |
|             | Filing Cabinets               | 5 years                 |
|             | Desk Partitions               | 1 year                  |
|             | Chair Accessories             | 1 year                  |
|             | Conference Tables             | 1 year                  |
|             | Other                         | 1 year                  |

|            |                                |         |
|------------|--------------------------------|---------|
| Folding    | Wooden Folding Tables          | 1 year  |
|            | Plastic Folding Tables         | 1 year  |
|            | Metal Folding Chairs           | 1 year  |
|            | Plastic & Resin Folding Chairs | 1 year  |
|            | Wooden Folding Chairs          | 1 year  |
|            | Bamboo Folding Chairs          | 1 year  |
|            | Other                          | 1 year  |
| Classroom  | Classroom Tables               | 3 years |
|            | Classroom Chairs               | 3 years |
|            | Wooden Storage                 | 3 years |
|            | Cork & Marker Boards           | 1 year  |
|            | Study Carrels                  | 1 year  |
|            | Bright Beginnings              | 15 year |
|            | Other                          | 1 year  |
| Event      | Chiavari & Banquet Chairs      | 1 year  |
|            | Chair Cushions                 | 1 year  |
|            | Other                          | 1 year  |
| Restaurant | Restaurant Chairs              | 5 years |
|            | Restaurant Tables              | 5 years |
|            | Other                          | 1 year  |
| Medical    | Bathroom Equipment             | 2 years |
|            | Stools & Chairs                | 2 years |
|            | Other                          | 1 year  |
| Church     | Church Chairs                  | 5 years |
|            | Other                          | 1 year  |

The warranty periods are not extended if we repair or replace the product.

We will replace any product, part, or component covered by this warranty and sold after the effective date of this warranty, which fails under normal use because of a defect in material or workmanship.

Any product, part, or component must have been installed, used, and maintained according to Ubique provided assembly instructions and care sheet to be eligible for coverage under this warranty.

#### **WHAT DOES OUR LIMITED WARRANTY NOT COVER?**

Our limited warranty for furniture and furnishings does not cover:

- Misuse, abuse, accident, alteration, improper storage, transportation, moving and reinstallation, installation of attachments or other modifications, including loss of parts;
- Tears, scratches, scuffs, or blemishes caused by any of the foregoing or by the use of various cleaning or conditioning products not mentioned in the cleaning care guide below;
- Normal wear and tear will not be covered;
- Rust or other damage caused by exposure to moisture or other natural conditions, to include excessive changes in surface finishes;
- Repairs that are not made by, or authorized by us, including repairs using parts not provided

by us;

- Naturally occurring variations in the appearance of upholstery, wood grain, figure;
- Matching of colors, grains, textures of natural materials;
- The matching of color of textiles, including exact match to cuttings or swatch cards;
- Damage due to failure to follow product use or maintenance instructions.

#### **WHAT ARE YOUR REMEDIES IF YOUR FURNITURE IS COVERED BY OUR LIMITED WARRANTY?**

If your furniture is defective and covered by our limited warranty, we will (in our sole discretion and at our cost) either provide you with replacement parts and instructions on how to use them or replace the furniture. We will pay for shipping and handling fees to provide you with replacement parts, return the defective furniture to use and return the repaired or replacement furniture to you, as applicable.

#### **HOW DO YOU OBTAIN SUPPORT UNDER OUR LIMITED WARRANTY?**

If your furniture is defective and is covered under our limited warranty, contact us during the applicable warranty period and provide a brief description of the issue together with written proof of purchase.

We may issue you a Return Merchandise Authorization number and provide you with other instructions.

#### **ARE THERE OTHER LIMITATIONS TO OUR WARRANTY?**

The remedies described above are your sole and exclusive remedies and represent our entire liability based on, related to or connected with your purchase and use of our furniture.

In no event will our liability ever exceed the actual amount paid by you for the defective furniture nor will we under any circumstances be liable for any incidental, consequential, special, punitive, or exemplary losses or damages.

Some states do not allow the limitation or exclusion of incidental, consequential or other types of damages, so the above limitation and exclusion may not apply to you.

#### **MATTRESS LIMITED WARRANTY**

The 5-year limited warranty certifies that the item purchased will be free from defects in materials and workmanship. This warranty covers the original purchaser from the date on which the item was purchased and is non-transferable should the item be sold or donated. Should a defect occur within this 5-year limited warranty period, we will, at our discretion, either repair or replace the item with shipping and handling fees to be paid by the customer. If your item is repaired or replaced, the coverage will continue from the date of original purchase and will not be extended based on the date of the replacement.

## **WHAT DOES OUR LIMITED MATTRESS WARRANTY NOT COVER?**

Our 5-year limited mattress warranty does not cover:

- Change in firmness of the item caused by normal usage;
- Claims that the mattress is too hard, or too soft, or feels uncomfortable;
- Deterioration of the foam, including indentions of less than 2 inches or a lessening in the gradual recover aspect of the foam;
- Physical damage to the item including but not limited to tears, stains, burn marks, mold or other damages caused by exposure to moisture in the form of liquids or bodily fluids, insect damage or other infestations, or if the item is abnormally soiled, or product found to be tampered with or misused beyond normal wear or tear;
- Damage caused by neglect, abuse, storage, transportation, moving and installation or other modifications, usage of an improper base or supporting foundation, accessories such as heating pads and electric blankets, or damage caused by usage of various cleaning products;
- Repairs that are not made or authorized by us;
- Naturally occurring variations in the appearance of upholstery
- Removal of the Law Tag will result in your warranty being voided.

## **BRIGHT BEGINNINGS LIMITED 15 YEAR WARRANTY**

We warrant that the furniture you buy from us will be free from defects in materials and workmanship from the date on which you purchase it until exactly 15 years past that date.

The warranty period is not extended if we repair or replace the product.

We will replace any product, part, or component covered by this warranty and sold after the effective date of this warranty, which fails under normal use because of a defect in material or workmanship.

Any product, part, or component must have been installed, used, and maintained according to Ubique provided assembly instructions and care sheet to be eligible for coverage under this warranty.

## **WHAT DOES OUR BRIGHT BEGINNINGS LIMITED WARRANTY NOT COVER?**

Our limited warranty for furniture and furnishings does not cover:

- Misuse, abuse, accident, alteration, improper storage, transportation, moving and reinstallation, installation of attachments or other modifications, including loss of parts;
- Tears, scratches, scuffs, or blemishes caused by any of the foregoing or by the use of various cleaning or conditioning products not mentioned in the cleaning care guide below;
- Normal wear and tear will not be covered;
- Rust or other damage caused by exposure to moisture or other natural conditions, to include excessive changes in surface finishes;
- Repairs that are not made by, or authorized by us, including repairs using parts not provided by us;
- Naturally occurring variations in the appearance of upholstery, wood grain, figure;
- Matching of colors, grains, textures of natural materials;
- The matching of color of textiles, including exact match to cuttings or swatch cards;
- Damage due to failure to follow product use or maintenance instructions.

**DOES STATE LAW PROVIDE ME WITH ANY OTHER RIGHTS?**

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

**TO THE EXTENT PERMITTED BY ALL APPLICABLE LAW, YOU ASSUME ALL RISK OF INJURY THAT RESULTS FROM THE USE OF OUR FURNITURE.**