

## **WARRANTY INFORMATION**

### **INCORPORATION BY REFERENCE**

(The “Company”) explains its limited warranty for its products in this document. The terms and conditions of this document are incorporated by reference into all purchase orders and invoices in connection with the ordering and shipment of the Company’s goods and apply to the dealer, distributor, and original end user buyer.

### **WARRANTY NOT TRANSFERABLE**

The Limited Warranties described herein are non-transferable. All Company warranties are to the original dealer, distributor, and/or purchaser, and only if the furniture is purchased from an authorized dealer or distributor. All warranties herein are for repair or replacement in the Company’s sole discretion. No refunds are part of these limited warranties.

### **LIMITED WARRANTIES PROVIDED**

The following Limited Warranties are given to the original retail purchaser of the following Company products, provided that the product is bought from an authorized dealer or distributor and is not subject to the limitations and exclusions outlined below:

**FRAME:** Limited lifetime warranty to the original purchaser for frames. Please note that the limited warranty for frames is only for defects in the materials used that lead to breakage of the frame. The frame limited warranty applies only to original, unaltered products with the Company’s original fabrics and subject to normal wear and usage. Warranty covers parts only and does not include installation labor or transportation/handling charges that may apply.

**FOAM SEATING:** Limited five-year warranty valid from date of purchase to the original purchaser. Foam and filling materials will conform to the shape of the user and tend to soften or flatten; this effect is natural and not considered a warranted manufacturing defect. This warranty is not valid where there is evidence of excessive or inappropriate usage. This warranty is limited to material and workmanship defects. Please note that if the seating has not been evenly used, the warranty may not apply.

**FABRIC:** Limited one-year warranty from date of purchase to the original purchaser. This warranty is for wear and seam slippage, and excludes fading, piling, or shrinkage and is not valid where there is evidence of heavy soiling, commercial or institutional use, negligence, accidents, or excessive or inappropriate usage. Note that while the Company has taken care to ensure that the color(s) of merchandise is/are accurately reflected on the website and print materials, there are discrepancies among monitors and print photography, and the Company cannot guarantee that the color you see on your screen or in print is accurate. This limited warranty is not for the normal wear of fabric and does not cover fading (from use or from exposure to light), splitting, or accidental rips and tears.

For these limited warranties to apply to your product, you must (1) have the original dated receipt or bill of sale indicating the product purchased; (2) not have used the product in a non-residential, negligent, abnormal, or commercial way; (3) not have used the product in an unintended fashion; (4) not have incorrectly maintained or cleaned the product; (5) not have moved the product from its original delivery location; and/or, (6) not have reupholstered or otherwise changed the fabric on the product or altered or abused the product in any way.

The Company in its sole discretion may decide whether to repair, substitute or replace any product subject to these limited warranties. The Company may require photos of the product, as well as the return of any product or part that is thought to be defective.

All limited warranties apply only to defects of either materials or workmanship as explained above. A defect for purposes of these limited warranties is a deficiency or flaw in the material or workmanship which affects the product’s intended use for which it was

made.

May disclaim responsibility for service on complaints when it can be determined that “after-market” fabric protectors or coating has been applied. The chemicals involved in these protectors and their application can change the characteristics of certain fabrics causing color changes, etc.

The warranty is valid for the original purchaser and applies under conditions of normal household usage. It does not apply to defects resulting from negligence, abuse or misuse (including inadequate or improper maintenance), improper cleaning or care, exposure to chemicals or other liquids, accidents, or any use for which the product was not designed. This warranty is not valid where there is evidence of excessive or inappropriate usage.

These Limited Warranties provide coverage to the original retail purchaser and do not apply to rented, business, commercial, institutional, or other non-residential uses. These Limited Warranties do not apply to (i) merchandise that was, at any time, used as a floor sample or display model, (ii) any merchandise purchased “as is” or second-hand, (iii) any merchandise purchased at a distress sale or a going-out-of business sale, (iv) any merchandise that was received through a method other than purchase (i.e., donations, inheritances), (v) any abnormal use or use other than indoors, (vi) merchandise that was used in a non-residential fashion or overly repetitive fashion, including without limitation, commercial, institutional, business or rental use, or (vii) any merchandise purchased from a liquidator. All warranties, whether express or implied, cover only normal household usage. No warranty, express or implied, applies to any condition resulting from misuse, abuse, or delivery or transportation damage, nor any condition resulting from incorrect or inadequate maintenance, cleaning or care. Warranty is null and void if furniture has been moved from original point of delivery to consumer.

#### **CLAIM PROCEDURE**

If a problem should arise that you feel is covered by our Limited Warranties, contact the Company’s authorized distributor or dealer from whom you purchased your furniture. The original bill of sale and the product serial number are necessary for the fulfillment of the warranty. Please make sure any claim for warranty service is accompanied by the necessary information to satisfy the warranty requirements. In addition, please send a photograph of the product that shows the part of the product that you believe is covered by the Company’s warranty, as well as a photograph of the product in its entirety. If necessary, the authorized distributor or dealer will contact the Company to establish service. If the problem can be easily corrected, the Company may authorize the authorized distributor or dealer to make those repairs. The Company reserves the right to require defective parts be returned upon request.

The Company is not responsible for scheduling or the cost of transporting your furniture from your home to the authorized distributor or dealer or from the authorized distributor or dealer to your home. You must make those arrangements with the authorized distributor or dealer. If you or the authorized distributor or dealer has moved and you need service, contact the Company in writing or call our Customer Service number.

The Company retains the option to repair or replace the defective item at the expense of the Company. Some charges (for example, packaging, labor, and shipping) are not covered under this limited warranty and additional transportation charges may apply.

#### **DISCLAIMER AND NO IMPLIED WARRANTIES**

**NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF TITLE, AND/OR ANY WARRANTY OF MERCHANTABILITY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF THE COMPANY WITH RESPECT TO THE FURNITURE AND ITS PARTS, OR THE OPERATION, REPAIR, OR REPLACEMENT OF THE FURNITURE AND ITS PARTS. FURTHERMORE, NO REPRESENTATIVE OF THE COMPANY OR ITS DISTRIBUTORS, DEALERS, OR RETAILERS IS AUTHORIZED TO MAKE ANY CHANGES OR MODIFICATIONS TO THESE LIMITED WARRANTIES.**

**THE COMPANY DOES NOT AUTHORIZE ANY OTHER PERSON OR ENTITY TO CREATE FOR IT ANY WARRANTY, LIABILITY, OR OBLIGATION WITH RESPECT TO ITS PRODUCTS. SOME RETAILERS OFFER EXTENDED OR ADDITIONAL WARRANTIES, INCLUDING BUT NOT LIMITED TO EXTENDED OR ADDITIONAL FABRIC WARRANTIES, EITHER FROM THE RETAILER OR THROUGH A THIRD-PARTY. THE COMPANY SHALL NOT BE LIABLE UNDER ANY EXTENDED OR ADDITIONAL WARRANTIES OFFERED BY ANY RETAILER OR THROUGH A THIRD-PARTY.**

**IN NO EVENT SHALL THE COMPANY BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, SUCH**

AS LOSS OF USE, INCONVENIENCE, LOSS OR DAMAGE TO PERSONAL PROPERTY OR PERSON, WHETHER INDIRECT OR DIRECT, AND WHETHER ARISING IN CONTRACT OR TORT, REGARDLESS OF WHETHER OR NOT THE COMPANY HAD REASON TO KNOW IN ADVANCE THAT ANY SUCH DAMAGE MAY HAVE BEEN POSSIBLE. IN NO EVENT SHALL THE COMPANY'S RESPONSIBILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT OR ITS REPLACEMENT.

STATES VARY IN THEIR LAWS REGARDING THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATIONS OF DAMAGES SO THAT THE ABOVE LANGUAGE MAY NOT APPLY TO YOU. WHILE THESE LIMITED WARRANTIES GIVE YOU SPECIFIC RIGHTS, YOUR STATE LAW MAY PROVIDE YOU WITH ADDITIONAL RIGHTS. SHOULD THE WARRANTY EXCLUSIONS HEREIN NOT APPLY TO YOU BECAUSE OF YOUR STATE OF RESIDENCE, THEN YOUR WARRANTIES SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD AND NO WARRANTIES SHALL EXIST AFTER THAT, WHERE LEGALLY PERMISSIBLE.