

Upholstery & Leather Limited Warranties

Cushioning | 1 Year Limited Warranty

All seat cushion cores will soften with normal use and will conform to the shape of the user. This shall be considered normal wear, and shall not be considered a loss of resiliency or a material manufacturing defect. Within one year from the date of purchase, _____ will replace, for the original retail purchaser only, a cushion core in an unattached (loose) seat cushion (an "Unattached Cushion") that has material manufacturing defects, provided that the original retail purchaser (i) follows the Claim Procedure set forth herein and (ii) returns the defective cushion core contained within an Unattached Cushion to

_____ together with original purchase receipt and model number. With respect to a cushion core in a seat cushion which is attached to the product (an "Attached Cushion"), _____, within one year from the date of purchase, will repair or replace, at its option, for the original retail purchaser only, a cushion core, in an Attached Cushion, which has material manufacturing defects, provided that the original retail purchaser follows the Claim Procedure set forth in these Limited Warranties. With respect to an Attached Cushion, New _____ will pay, within one year from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts.

Leather | 1 Year Limited Warranty

_____ warrants to the original retail purchaser, for a period of one year from the date of purchase, all leather to be free from defects in materials and workmanship, seam slippage, cracking, and dye transfers. Leather is a natural product, and, as such, each hide will reflect its own individuality. Some variations of shade and tone are to be expected as are the nicks, scratches, and wrinkles that only occur in genuine leather; these characteristics are in no way to be considered a defect. _____ will pay, within one year from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts.

LIMITATIONS AND EXCEPTIONS

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, or (iv) 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, delivery or transportation damage, nor any condition resulting from incorrect or inadequate maintenance, cleaning or care.

DISCLAIMER

NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF _____ WITH RESPECT TO THE FURNITURE AND ITS PARTS, OR THE OPERATION, REPAIR, OR REPLACEMENT OF THE FURNITURE AND ITS PARTS. FURTHERMORE, NO REPRESENTATIVE OF _____ OR ITS DISTRIBUTORS OR RETAILERS IS AUTHORIZED TO MAKE ANY CHANGES OR MODIFICATIONS TO THESE LIMITED WARRANTIES. SOME RETAILERS OFFER EXTENDED OR ADDITIONAL WARRANTIES. _____ SHALL NOT BE LIABLE UNDER ANY EXTENDED OR ADDITIONAL WARRANTIES OFFERED BY ANY RETAILER OR THROUGH A THIRD-PARTY. IN NO EVENT SHALL _____ BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH AS LOSS OF USE, INCONVENIENCE, LOSS OR DAMAGE TO PERSONAL PROPERTY, WHETHER INDIRECT OR DIRECT, AND WHETHER ARISING IN CONTRACT OR TORT. IN NO EVENT SHALL _____ RESPONSIBILITY EXCEEDS THE PURCHASE PRICE OF THE PRODUCT OR ITS REPLACEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.