

SEATING LIMITED LIFETIME WARRANTY

The Company warrants to the original end user that this product will be free from defects in its material and workmanship when used in a Single Shift [standard 8 hour day, 5 days per week] by a person weighing less than 250 lbs except as set forth below:

5 year warranty for fabric, leather, foam, knit back, mesh and plastic

THE COMPANY DOES NOT WARRANT:

- Product abuse or misuse
- User modification of or attachments to the product
- Products or parts not used, maintained or installed in accordance with the Company's installation, maintenance and/or applicable guidelines
- Products that are exposed to extreme environmental conditions and/or have been subject to improper storage
- Floor samples or display models
- Products purchased "as is" and/or secondhand
- Products sold by unauthorized dealers
- Creasing and/or gathering of textiles during upholstery application process
- Minor irregularities of color, surface, grain, and texture
- Minor variations of color in textiles
- Variations of texture and natural markings such as neck wrinkles, scratches, backbone marks and stretch marks in leather
- Color matching of textiles exactly to samples, swatches or prior purchases

The Company will repair or replace with a comparable product, at its option, without charge to the original purchaser, only defective products or parts found defective during the Warranty Period. If requested by the Company, the original purchaser must return the part or product with freight or other shipping charges prepaid.

This warranty shall be effective for the applicable time period beginning from date of purchase as shown on original purchaser's original receipt or other proof of purchase.

Under no circumstance, including but not limited to breach of contract, breach of warranty or negligence, shall the Company be liable for lost profits, loss of goodwill, stored data, general, special, consequential or exemplary damages, even if the Company had notice of these damages or they were foreseeable. The Company shall not be responsible for verifying dealer's or customer's description of needs, data, or the fitness for a particular purpose of goods. The Company's liability in all cases shall be limited to repair or replacement of the defective parts, or the purchase price of the product. Damages resulting from misuse, abuse, alteration, negligence, or accidents are not covered under this warranty.

Except as otherwise provided, the Company makes no other warranties, expressed or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.