

# **Warranty**

## **Casegoods & Upholstered Beds Limited Warranty**

Bernhardt Furniture Company (the “Company”) warrants its residential casegoods products (“casegoods”)\* to be free from defects in material and workmanship under normal use and service for a period of three (3) years from the date of the initial shipment to a Company authorized dealer, however certain components of such casegoods are subject to shorter warranty periods as described below.

This limited warranty applies exclusively to the benefit of the original purchaser of the product under conditions of normal residential usage only and will terminate in the event of resale or commercial use. Any product modifications by dealer or consumer, or use of non-Bernhardt parts, voids the warranty. The warranty does not apply to damage resulting from (a) normal wear and tear; negligence, abuse or misuse; (c) inadequate or improper maintenance, cleaning or care; (d) exposure to sunlight; (e) exposure to chemicals and/or other liquids; (f) accidents; (g) any use for which the product was not designed; (h) commercial usage, which includes rental, business, institutional or any other non-residential use; or (i) transportation or delivery.

This limited warranty protects you only when you purchase a product from a Company authorized dealer and must be initiated through the dealer from which the product was purchased. All warranty claims must be accompanied by the original dated proof of purchase and contain a brief description, including pictures, of the defect in question.

The Company may examine the product and will decide, at its sole discretion, if it is covered under this limited warranty. If considered covered, the Company will either repair the defective product or provide an appropriate replacement. If the Company decides to replace a product it no longer sells, the Company will provide an appropriate replacement of equal or lesser value. It is the Company that determines, at its sole discretion, whether a product should be repaired or replaced and what constitutes an appropriate replacement. Any product repaired or replaced will itself be warranted only for the remainder of the warranty period of the original product.

If it is covered by this limited warranty, the Company will pay the costs of repairs, spare parts, labor and travel for repair staff that the Company incurs, provided that the product is accessible for repair without special expenditure. All repair work must be authorized by the Company in advance.

### **Natural Materials**

Certain casegoods products of the Company are made with a variety of materials found in nature. These include, but are not limited to, various wood and plant species, stones and minerals, shells and certain animal by-products. The Company warrants such materials to be free from defects in material and workmanship for a period of one (1) year from date of shipment to the dealer. However, certain changes in these materials over time are expected and are not considered defects and are not covered by the limited warranty. For example,

Differences in grain character and color are naturally occurring variations and are not considered defects. Highly figured veneers are taken from areas of the tree that grow in different directions. This natural characteristic of the veneer causes tension and pulls the fiber of the wood, which can result in hairline cracks over time and are not considered defects. Natural color changes, variations, or movement in lumber or veneer products, and exposure to extreme temperature changes and/or direct sunlight, may cause color and/or surface changes which are not considered defects.

## **Fabrics /Leathers /Upholstery Materials**

Certain casegoods products of the Company contain components that include fabrics, leathers, cushions and other filling materials. These materials may be found in upholstered beds, upholstered components, dining chairs, benches and stools. The Company warrants such components to be free from defects in material and workmanship for a period of one (1) year from date of shipment to the dealer. However, the following are certain exceptions to this warranty:

Wrinkles, scratches, insect bites, healed scars and other natural markings or color variations that occur in certain leathers are natural and are not considered defects.

Exposure to extreme temperature changes and/or direct sunlight, may cause color and/or surface changes that are not considered defects. Some fabrics are washed to achieve a more relaxed appearance and softer feel. Wrinkling, puckering and shade variations are natural results of washing and should not be considered defects.

## **WARRANTY LIMITATIONS AND EXCLUSIONS**

ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY ON THIS PRODUCT, AND ON THE PARTICULAR PORTION OR PART OF THE PRODUCT IN QUESTION. THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESSED OR IMPLIED. IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT.

## **Upholstery Limited Warranty**

Bernhardt Furniture Company (the "Company") warrants its residential upholstery products\* to be free from defects in material and workmanship under normal use and service for the periods of time described below.

This limited warranty applies exclusively to the benefit of the original purchaser of the product under conditions of normal residential usage only and will terminate in the event of resale or commercial use. Any product modifications by dealer or consumer, or use of non-Bernhardt parts, voids the warranty. The warranty does not apply to damage resulting from (a) normal wear and tear; (b) negligence, abuse

or misuse; (c) inadequate or improper maintenance, cleaning or care; (d) exposure to sunlight; (e) exposure to chemicals and/or other liquids; (f) pets; (g) any use for which the product was not designed; (h) commercial usage, which includes rental, business, institutional or any other non-residential use; (i) transportation or delivery; or (j) use contrary to operating instructions. Because of the craftsmanship involved and the natural materials used in the manufacturing process, minor variations will occur from piece to piece. Therefore, this warranty does not cover such minor differences between your furniture and floor samples, printed illustrations, and video or internet displays.

This limited warranty protects you only when you purchase a product from a Company authorized dealer and must be initiated through the dealer from which the product was purchased. All warranty claims must be accompanied by the original dated proof of purchase and contain a brief description of the defect in question.

The Company may examine the product and will decide, at its sole discretion, if it is covered under this limited warranty. If considered covered, the Company will either repair the defective product or provide an appropriate replacement. If the Company decides to replace a product it no longer sells, the Company will provide an appropriate replacement of equal or lesser value. It is the Company that determines, at its sole discretion, whether a product should be repaired or replaced and what constitutes an appropriate replacement. Any product repaired or replaced will itself be warranted only for the remainder of the warranty period of the original product.

If it is covered by this limited warranty, the Company will pay the costs of repairs, spare parts, labor and travel for repair staff that the Company incurs, provided that the product is accessible for repair without special expenditure. All repair work must be authorized by the Company in advance.

## **Leathers**

Colorfastness, shrinkage, wrinkling and stretching, those properties are not covered under this warranty. Leather is a natural material, with every hide uniquely enhanced by natural features. Wrinkles, scratches, insect bites, healed scars, naturally occurring color variations, and other natural markings are not flaws. Further, this warranty also does not cover fabric protectors that have not been applied by the fabric manufacturer, since they may cause latex deterioration, seam slippage, discoloration and may damage filler materials. To limit naturally occurring variations, reduce exposure to direct sunlight, extreme temperatures, and washing.

## **Cushions**

The Company warrants protection against abnormal loss of resiliency of the upholstered furniture for three years. Abnormal wear and abnormal loss of resiliency should not be confused with softening and flattening of foam and fibers, which are considered normal wear, and not defects.

## **Fabrics**

The Company provides no enhanced warranty for fabrics and only warrants fabrics to the extent that such fabrics are covered by the fabric supplier's warranty provided to the Company. This warranty does

not cover colorfastness, shrinkage, wrinkling, and stretching. Please note that washing some fabrics can result in a more relaxed appearance, softer feel, wrinkling, puckering, or shade variations, which are not covered.

## **Frames and Springs**

The Company warrants against manufacturing defects of frames and springs. This warranty applies for the lifetime of the product as long as the product remains upholstered in the original fabric and is used under normal wear and tear conditions.

## **Reclining and Sleeper Mechanisms**

The Company warrants against manufacturing defects of the: (i) black metal, patented parts of non-electronic reclining mechanisms for three years; (ii) the parts of electronic reclining mechanisms for one year; and (iii) the sleeper mechanism for three years.

## **Mattress and Air Mattress**

The Company warrants against manufacturing defects and the loss of foam resiliency of the innerspring sleeper mattress, excluding cover, for five years. Softening of foam is a normal condition and does not constitute a loss of resilience. The Company also warrants against manufacturing defects of the air sleeper mattress for three years and the air mattress pump for one year. This warranty does not cover defects attributed to, or resulting from, use with improper voltage or current. Please note that air mattresses naturally stretch and contract over time, and that this is not a defect. In addition, the loss of air while inflated is not necessarily a defect and can be fixed by reinflating the air mattress.

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## **Outdoor Limited Warranty**

Bernhardt Furniture Company (the "Company") warrants its residential outdoor furniture\* to be free from defects in material and workmanship under normal use and service for a period of three (3) years from the date of initial shipment to a Company authorized dealer, however certain components of such outdoor furniture are subject to shorter warranty periods as described below.

This limited warranty applies exclusively to the benefit of the original purchaser of the product under

conditions of normal residential usage only and will terminate in the event of resale or commercial use. Any product modification by dealer or consumer, or use of non-Bernhardt parts, voids the warranty. The warranty does not apply to damage resulting from (a) normal wear and tear; (b) negligence, abuse or misuse; (c) inadequate or improper maintenance, cleaning or care; (d) exposure to sunlight, water freeze, fire, or wind; (e) exposure to chemicals and/or other liquids; (f) pets; (g) accidents; (h) any use for which the product was not designed; (i) commercial usage, which includes rental, business, institutional or any other non-residential use; or (j) transportation or delivery.

This limited warranty protects you only when you purchase a product from a Company authorized dealer and must be initiated through the dealer from which the product was purchased. All warranty claims must be accompanied by the original dated proof of purchase and contain a brief description of the defect in question.

The Company may examine the product and decide, at its sole discretion, if it is covered under this limited warranty. If considered covered, the Company will either repair the defective product or provide an appropriate replacement. If the Company decides to replace a product it no longer sells, the Company will provide an appropriate replacement of equal or lesser value. It is the Company that determines, at its sole discretion, whether a product should be repaired or replaced and what constitutes an appropriate replacement. Any product repaired or replaced will itself be warranted only for the remainder of the warranty period of the original product.

If it is covered by this limited warranty, the Company will pay the costs of repairs, spare parts, labor and travel for repair staff that the Company incurs, provided that the product is accessible for repair without special expenditure. All repair work must be authorized by the Company in advance.

## **Frames**

The Company warrants wood, metal and woven frames against defects in materials and workmanship for three (3) years from the date of initial shipment to the dealer. Pitting and corrosion is a normal occurrence when metal is exposed to salt air, sea spray, or airborne chemicals like chlorinated pool water and is not covered by this warranty. Components such as chair feet are subject to wear and tear and are not considered part of the frame.

## **Motion pieces**

Motion pieces are warranted against defects in materials and workmanship for one (1) year from the date of initial shipment to the dealer.

## **Cushions and fabrics**

The Company warrants its outdoor fabrics against defects in materials and workmanship, including fabric cushions and slings, for one (1) years from the date of initial shipment to the dealer when properly maintained and cleaned per the product's instructions. However, any fabrics submitted to the Company for use on a product is excluded from such warranty and, further, if such fabrics submitted are not outdoor rated fabrics then the use of improperly rated fabrics will void the entire warranty for such

product.

This warranty does not protect against mildew, mold, dirt, pollen, and other organic matter which routine cleaning will prevent from forming on the material. Nor does this warranty cover any discoloration, deterioration, or fading caused by misuse or abuse, improper installation, chemicals, cleaning products, sun lotions, extreme heat or prolonged exposure to direct sunlight. Please note that the following are not material or manufacturing defects and are not covered by this warranty:

Fabric characteristics that are inherent to their unique nature, such as color variation, natural fiber graining, slight and gradual wear including “pilling” (the formation of small balls of fuzz on the fabric surface) due to the friction of normal use or stretching and wrinkling due to normal use.

Exposure to extreme temperature changes or direct sunlight may cause color or surface changes that are not considered defects.

Some fabrics are washed to achieve a more relaxed appearance and softer feel. Wrinkling, puckering and shade variations are natural results of washing and should not be considered defects.

### **Mixed materials**

Glass, porcelain, stone, and marble products are warranted against defects in materials and workmanship for one (1) year from the date of initial shipment to the dealer. Please note that many stone, porcelain, and marble surfaces have natural pits and voids which may or may not be filled with resin depending on the desired look and design of the product designer. These pits and voids are not considered defects unless excessive in size. Mirror glass is also sometimes hand cut/beveled and will show slight movement/waves in the bevel edge which is not considered a defect.

### **Component parts**

Component parts such as bolts, wheels, and brackets are warranted against manufacturing defects for one (1) year from the date of initial shipment to the dealer. Any failures in stitching, zippers, sling rails, cording, buttons, cushion foam or other areas of workmanship will likewise be warrantied for one (1) year.

### **Finishes**

Finishes which have been properly maintained and cleaned per the product’s instructions are warranted against peeling, cracking or blistering for one (1) year from the date of initial shipment to the dealer. Scratches, chips or abrasions resulting from use are not covered by this warranty. Normal fading or stains resulting from spills are not covered by this warranty.

### **Natural materials**

Certain Company outdoor furniture products are made with a variety of materials found in nature. These include, but are not limited to, various wood and plant species, stones and minerals, shells and certain animal by-products. The Company warrants such materials to be free from defects in material and

workmanship for a period of one (1) year from date of initial shipment to the dealer. However, certain changes in these materials over time are expected and are not considered defects and are not covered by the limited warranty. For example,

Differences in grain character and color are naturally occurring variations and are not considered defects.

Highly figured veneers are taken from areas of the tree that grow in different directions. This natural characteristic of the veneer causes tension and pulls the fiber of the wood, which can result in hairline cracks over time and are not considered defects.

Natural color changes, variations, or movement in lumber or veneer products, and exposure to extreme temperature changes and/or direct sunlight, may cause color and/or surface changes which are not considered defects.

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