

# **Warranty**

Case Furniture warrants that Case Furniture products are free from defects in materials or workmanship for a period of two (2) years (except as set forth below). The warranty is valid from the date of delivery to the original purchaser and is non-transferable. Case Furniture will repair or replace with comparable product, at its option and free of charge (for material and components) any product, part or component which fails under normal use. If repair or replacement is not commercially practicable, Case Furniture will provide a refund or credit for the affected product.

## **WARRANTY DOES NOT APPLY TO PRODUCT DEFECTS, DAMAGE, OR LOSS RESULTING FROM:**

Normal wear and tear;

Failure to apply, install, reconfigure the manufacturer instructions and guidelines;

Abuse, misuse, or accident (including, without limitation, use of product in unsuitable environments or conditions);

Alteration or modification of the product;

The substitution of any unauthorized non-Case Furniture components for use in the place of Case Furniture components in an integrated product solution.

## **WARRANTY DOES NOT COVER:**

Variations occurring in surface materials (e.g., colourfastness, matching grains, textures and colours across dissimilar substrates and lots);

Customer's own non-standard textiles and materials (COM) are not covered, except as warranted by the original supplier, for material properties including, but not limited to, quality, colourfastness, shade variations, puddling, wrinkling or abrasions.

## **WARRANTY PROVIDES EXCLUSIVE REMEDIES:**

Pursuant to this limited warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, Case Furniture will (i) repair or, at Case Furniture's option, replace the affected product at no charge, with a new or refurbished product of comparable function, performance and quality or (ii) refund or credit of the purchase price for the affected product, at Case Furniture's discretion, if Case Furniture determines that repair or replacement is not commercially practicable or cannot be timely made.

- A product "defect" means an inadequacy in the materials or workmanship of the product that (i) existed at the time when you received the product from Case Furniture or a Case Furniture Authorized Reseller and (ii) causes a failure of the product to perform under ordinary use in accordance with the materials and documentation accompanying the product.

- An "ordinary use" means use of the product (i) in conformance with all applicable local, state, federal or

national laws, codes and regulations and (ii) in accordance with manufacturer recommendations and/or instructions in the materials and documentation accompanying the product.

- A "Case Furniture Authorized Reseller" means any dealer that (i) is duly authorized by Case Furniture to sell the product, (ii) is legally permitted to conduct business in the jurisdiction where the product is sold, and (iii) sells the product new and in its original packaging.

Replacement parts are covered for 2 (two) years or the balance of the original warranty, whichever is longer.

Case Furniture reserves the right to request that the damaged product be returned prior to granting a remedy. Warranty is non-transferable and valid only for the original purchaser acquiring a product from Case Furniture or a Case Furniture Authorized Reseller for the purchaser's own use and not for resale, remarketing or distribution.

WITHOUT PREJUDICE TO THE LEGAL WARRANTIES PROVIDED UNDER NATIONAL LAW, THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NOT OTHER EXPRESS OR IMPLIED CONTRACTURAL WARRANTY IS PROVIDED, INCLUDING BUT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER THIS CONTRACTURAL WARRANTY CASE FURNITURE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT.