

WARRANTY

All finishes, parts, and components of new furniture and merchandise (our “Products”) are warranted by SUNPAN Trading & Importing Inc. to you, the consumer, for ONE YEAR from your date of purchase from the retailer, to be free from defective material and manufacturing defects only (“Defects”) under normal use, as set out herein, and subject to the provisions, limitations and exclusions contained in this Warranty (the “Warranty”).

Under this Warranty, SUNPAN’s liability is limited to replace the defective part or component, repair the defective Product or replace the defective Product. SUNPAN’s first option is to supply replacement parts to remedy the Defect and if this is not possible, then the defective Product may be replaced or repaired at our discretion. If minor repairs can correct the problem, then SUNPAN may approve reasonable and customary labour rates before repairs are made, in which case SUNPAN shall reimburse you for such repair costs upon receipt of the Invoice paid by you for such repair. SUNPAN will not be responsible for costs to transport the defective Products to your place of purchase (the retailer).

This Warranty provides coverage to the original purchaser only and is not transferrable under any circumstances. This Warranty covers Defects when used for residential use only and is valid for contract viable products in a residential or commercial setting. Warranty is void if non-contract viable product is placed in a commercial setting. Warranty is void if any modifications, including re-upholstering, have been made by any dealer, trade partner or person.

This Warranty does not apply to any condition or damage which is not a Defect, including without limiting the generality of the foregoing, any condition or damage resulting from neglect, misuse or abuse, accident, unreasonable or unintended strain or use, or any condition resulting from incorrect or inadequate maintenance, cleaning or care, or any damage to or failure of the finish resulting from alcohol, water, fabric dye transfer, or cleaning substance or liquid damage, exposure to sunlight, household humidity, or incorrect application of chemical treatment or any protective coating applied by the retailer or the consumer. Markings on the underside or rear of product are not considered Defects. Any credit notes applied to an account as a result of returns or damages must be used towards future orders within one year from issue. Any unused credits will expire after this allotted time.

A claim under this Warranty must be made within the Warranty period. If Defects are found, it is the consumer’s responsibility to contact the retailer (the place of purchase) immediately and notify them of the Defects. Do not contact SUNPAN with a Warranty claim.

For all trade customers, freight damage and manufacturing defects are an unfortunate part of the furniture industry. Should a shipment arrive damaged, please contact claims@sunpan.com immediately to report a Damage Claim. In the event of damage, please be advised that SUNPAN does not cover any charges related to the receiving or inspection of products, including disposal fees, nor any associated end consumer delivery charges or storage fees from your receiving company.

This limited warranty is exclusive and contains all express and implied warranty rights of the purchaser. SUNPAN makes no other warranty of any kind, expressed or implied. Any implied warranties of merchantability or fitness for a particular purpose which exceed the obligations or time limits stated in

this warranty are hereby disclaimed by SUNPAN and excluded from this warranty. The purchaser and SUNPAN expressly agree that the sole remedy of the replacement or repair of the defective product or component thereof is the sole remedy of the purchaser. SUNPAN makes no other representation or warranty of any kind. In no event shall SUNPAN be liable for any incidental or consequential damages, including, but not limited to, loss related to property other than the products, personal injury, loss of use, loss of time, inconvenience or other economic loss