

# Warranty

Subject to the terms, conditions and exceptions stated below, High Point Furniture Industries, Inc. ("HPFi"), warrants that each new finished product, separate component or part ("Product") will be free from defects in material and workmanship, when subject to normal commercial usage, for so long as the Product is owned by the original purchaser. If the Product is sold by HPFi to a retailer or dealer, the "original purchaser" shall be the purchaser of the Product from the retailer or dealer. Otherwise, the "original purchaser" shall be the purchaser of the Product from HPFi. The original purchaser may not assign this warranty to any other person or entity.

## Exceptions

**HIGH-WEAR PARTS** - High-wear parts such as glides, gas cylinders, casters, ergonomic chair components, polymer-based components, and user-adjustable work surface mechanisms are warranted against defects in material and workmanship only for a period of five years (three years on recliner mechanisms and casters) from the date on which the Product is sold by HPFi or until the product is no longer owned by the original purchaser, whichever is the shorter time period.

**VENEER FINISHES** - Veneer finishes are warranted against defects in material and workmanship only for a period of three years from the date on which the Product is sold by HPFi or until the product is no longer owned by the original purchaser, whichever is the shorter time period.

**ELECTRICAL COMPONENTS** - Electrical components are not warranted by HPFi, but may have warranties from the electrical component manufacturer.

**UPHOLSTERIES** - Careful consideration is given to our presentation of upholstery offerings. The upholsteries we offer feature the best in appearance, durability and value. However, we have no control over the environment, cleaning or other conditions which may affect colorfastness or durability. Puddling may occur as a result of certain climate conditions and/or the natural stretch inherent in upholsteries and is not a flaw in the upholstery or manufacturing process. HPFi cannot predict or be held responsible for upholstery performance in an installation and does not guarantee against puddling. Customer's Own Materials (COM) selected by and used at the request of a customer are not warranted. We cannot warrant upholsteries beyond the stated warranty provided by the specific upholstery supplier for that specific material whether it is an HPFi core supplier or COM.

**CUSTOMER'S OWN MATERIAL** - If HPFi agrees to use the customer's own material (COM) or leather (COL) on HPFi brand products, or build a custom product:

- HPFi shall have no responsibility for the condition, quality, value, performance, physical properties or any other aspect of the COM or COL.
- HPFi shall have no liability for any damages, injuries or losses to the customer or to any third party that shall be caused by any COM or COL and the customer shall hold HPFi harmless for all liability.

For complete COM/COL order requirements and warranty information see the HPFi COM/COL Order Form on pages 18-19.

## Exclusions

**THIS WARRANTY DOES NOT APPLY AND NO OTHER WARRANTY APPLIES TO:**

- Normal wear and tear, which is to be expected over the course of ownership.
- Damage caused by the carrier in-transit, which will be handled under freight policy.
- Damage caused by or during installation.
- Modifications or attachments to the Product that do not have the prior written approval of HPFi.
- Products that are not installed or used or maintained in accordance with Product instructions and warnings.
- Damage caused by neglect or misuse of a Product.
- Products used for personal or household use (all products are intended for commercial usage) or for rental purposes.
- Normal Commercial Usage - The Products are designed and manufactured for normal commercial usage. Normal commercial usage for seating is defined as the equivalent of a single shift, forty (40) hour workweek. To the extent that a Product is used in a manner exceeding normal commercial usage, the warranty will be invalidated or HPFi may, at its option, elect to reduce the applicable warranty period on a pro-rated basis.
- Color Variations and Finishes - Some natural variations occurring in wood, leather or other natural materials are inherent to their character, and cannot be avoided. Therefore they are not considered defects in material or workmanship and are not the basis for a warranty claim. HPFi does not warrant the color-fastness or matching of colors or grains or textures of such materials.

EXCEPT AS SET FORTH ABOVE, HPFi MAKES NO OTHER EXPRESS WARRANTIES WITH RESPECT TO ITS PRODUCTS. HPFi MAKES NO IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ITS PRODUCTS, THEIR CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY THE PURCHASER. HPFi FURNISHES THE ABOVE LIMITED EXPRESS WARRANTY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL REPRESENTATIONS OR SAMPLES PROVIDED BY HPFi TO ANY RETAILER, DEALER OR PURCHASER WILL CREATE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO PRODUCTS SOLD BY HPFi.

## Remedies

If any defect in the workmanship and material of any Product appears within the applicable warranty period, HPFi will, at its option, repair or replace the Product, at no charge, upon examination of the Product and verification by HPFi or its authorized representative of the defect and of compliance with the warranty requirements and conditions. The Purchaser must provide such cooperation and information as HPFi or the authorized representative may reasonably request to process the warranty claim.

IN THE EVENT OF ANY DEFECT IN ANY PRODUCT SOLD BY HPFi OR ANY BREACH OF THE LIMITED EXPRESS WARRANTY DESCRIBED ABOVE, THE SOLE REMEDY FOR SUCH DEFECT AND/OR BREACH SHALL BE AS STATED IN THIS PARAGRAPH, AND IN NO EVENT SHALL THE DEALER OR RETAILER THAT PURCHASED THE PRODUCT FROM HPFi OR THE ORIGINAL PURCHASER OF THE PRODUCT FROM THE DEALER OR RETAILER, BE ENTITLED TO RECOVER FROM HPFi ANY DAMAGES, INCLUDING DIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOST PROFITS, DOWNTIME OR OTHER DAMAGES OF ANY NATURE WHATSOEVER ARISING FROM BREACH OF WARRANTY OR THE CONDITION, FUNCTION OR USE OF THE PRODUCT.

## Application of Current Warranty and Prior Warranties

This express limited warranty applies only to Products manufactured and sold by HPFi on or after April 1, 2001. Products manufactured and sold by HPFi before April 1, 2001 were covered by the warranty in effect at that time and have expired. Further information concerning terms and conditions of prior warranties are available upon request to HPFi.

These warranties are made by HPFi only to authorized dealers and retailers acquiring Products directly from HPFi and the original purchaser of the Product as defined above.