

five-year limited warranty

FOR PRODUCTS SOLD AFTER JANUARY 1, 2001, SUBJECT TO THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH BELOW, (WHICH ARE EXPRESSLY INCORPORATED HEREIN), DAVIS WARRANTS ITS PRODUCTS TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF FIVE (5) YEARS AFTER THE DATE OF ORIGINAL SHIPMENT (THE "WARRANTY PERIOD"), PROVIDED THE PRODUCT IS USED IN THE MANNER AND UNDER THE CONDITIONS FOR WHICH IT IS DESIGNED.



discovery; (ii) Purchaser discovers the claimed defect within the Warranty Period; (iii) Purchaser allows Seller to inspect the Goods claimed to be defective; and (iv) Seller or its representative confirms the defect in writing to Purchaser.

2. This Davis Limited Warranty extends only to defects in materials and workmanship which occur during "normal use and service" as defined below, and it does not apply to: (a) Goods that have not been maintained in accordance with instructions or that have been accidentally damaged; (b) defects attributable in any way to installation, modification, cleaning, or repair made by any party other than Davis; or (c) mishandling, accident, fire, lightning, other hazards whether natural or man-made, or shipment. "Normal use and service" means that the product will be used in a typical office environment for 40-45 hours per week.

3. Products that are non-standard are not covered under this warranty.

4. Further, this warranty shall not apply if (a) Purchaser or a third party modifies or repairs the Goods without Davis' prior written approval; or (b) after discovery of a defect, Purchaser fails to take prompt and reasonable steps to prevent the defect from becoming more serious. If Goods are repaired in the field by someone other than Davis, then the warranty on that repair is from the person or company making that repair, not Davis.

5. Davis guarantees upholstered products only to be free from defects and that the upholstery is tailored according to product specifications. **Davis offers no warranty, either implied or expressed, on any fabrics or leathers.** Fabrics and leathers carry warranties from the fabric manufacturer or reseller, and most contract fabrics and leathers have only a one to two year warranty period. Please refer to each resellers warranties before specifying. Because every fabric specification is different and application for use must be taken into consideration, Davis shall not be held responsible in any manner for wrong specification of fabric, and Davis does not guarantee specified fabric for tailoring, wear, durability, or light fastness. Davis makes no warranty of any kind with respect to "customer's own materials" (COM), "customer's own leathers" (COL), or non-standard materials selected by and used at the request of the purchaser.

6. Variations in grain, color, marks, scars, texture and pattern of wood, leather and textiles may occur as a result of nature, dye lot, exposure to light, and aging. Davis makes no warranty with respect to matching of grain, textures, pattern or colors of such materials, including an exact match to wood chips, color samples, or swatch cards.

7. The Aero Bench (all aluminum), Loop (with outdoor powdercoat finish) and Veer tables have been approved for outdoor use. The formation of rust and/or corrosion on these series due to outdoor use does not constitute a defect in materials and workmanship, and is not covered under this warranty.

8. During the Warranty Period, if a Davis product does not conform to this limited warranty, the purchaser's sole and exclusive remedy against Seller arising out of or in connection with any claimed defect in any Goods sold hereunder, whether based upon contract, strict liability or negligence, and whether for personal injury, commercial loss, or other monetary loss, shall be at Davis' option and sole discretion, is one of the following:

- (a) Repair of the defective component or product,
- (b) Replacement of the defective component or product, or
- (c) Refund of the original purchase price paid for the defective product upon return of the defective product to Davis.

9. IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT OR OTHER LEGAL THEORY, SHALL DAVIS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES TO OTHER PROPERTY, INCONVENIENCE, LOSS OF GOODWILL, LOST PROFITS OR REVENUE OR OTHER FINANCIAL LOSS, LOSS OF USE OF THE PRODUCT, OR CLAIMS FOR DAMAGES RESULTING FROM THE USE OF THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages or allow limitations on how long an implied warranty lasts, so the above limitations and exclusions may not apply to you.

10. THE FOREGOING LIMITED WARRANTY AND REMEDY ARE EXCLUSIVE AND MADE ONLY TO THE ORIGINAL PURCHASER. DAVIS MAKES NO OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.

11. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH

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