

HBF 5 YEAR LIMITED WARRANTY

Warranty

Subject to the limitations and exclusions set forth below, Hickory Business Furniture, LLC (“HBF”) warrants to the original purchaser that all HBF brand products will be free from defects in material and workmanship, under normal commercial office single shift use and conditions, for a five year period commencing on the date of shipment. During the warranty period, HBF will replace, or at its option, repair locally, repair at its factory, or return the purchase price of any HBF brand product that, upon inspection by HBF, is determined to be defective in material or workmanship covered by this warranty. All warranty claims must be made in writing by the original owner. The owner may be required to produce the invoice or other evidence to establish that a claim is within the warranty period.

Exclusions

This warranty is the customers exclusive remedy for product defect and does not apply to damages caused by the following:

- Carrier damage or concealed damage.
- Installation damage/dealer damage.
- HBF has the exclusive right to make the final determination of the product misuse or abuse.
- Fabrics, leathers, vinyls and other textile materials.
- COM – Piling, wrinkling, stretching, wearing quality, and foreign objects abrading fabric over time.
- COL – Marks, scars, graining differences, or wrinkles (fat/stretch marks) occurring naturally in leather.
- Normal wear and tear during ownership, such as dents, nicks, scratches, and fading.
- Damage resulting from accident, alteration, misuse, or improper installation or maintenance.
- User damage to tables by seating or tables coming into contact with tables.
- Damage caused by the carrier in-transit, which will be handled under separate terms.
- Modifications or attachments to the product that are not approved by HBF.
- Products used for rental purposes.
- Colorfastness or the matching of colors of textiles, including an exact match to cuttings, samples, or to swatch cards.
- Side and Stacking Chairs will be warranted for 3 years. Damages to stacking chairs caused by stacking/unstacking (such as paint chipping/metal scratches, etc.) methods are not controllable by HBF and are not considered warranty issues.

Wood Furniture

Wood owes its inherent beauty to variations in color, grain, and texture, therefore, these variations are not considered defects. Due to the natural color and grain variances of wood substance, the final finish color, texture and grain may vary from one furniture piece to another even though they are finished at the same time. Exposure to light and the aging process will cause changes in surface color of natural wood products. Light finishes on wood products do not mask the natural characteristics of wood. HBF does not guarantee the exact matching of grain, pattern and color.

Products will not be replaced because of these conditions:

- Natural variations in wood grain, veneer figure, character marks, texture or color
 - Prominent evidence of natural characteristics of wood when light finishes are selected.
 - Variations in finish from one piece of furniture to another.
 - Changes in finish surfaces due to exposure to light and/or the natural aging process.
 - Damage, marking or staining of veneer surfaces due to contact with rubber or similar compounds, damage from sharp objects or imprint from writing instruments, and prolonged exposure to sunlight.
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Freight Damage

HBF is not liable for damages occurring during transit or storage. HBF is Freight on Board (FOB), and once the order is in transit, the title passes to the sold to who is responsible for resolving any transit related issues with the carrier or concealed freight damage of any kind. If products are received damaged a written exception should be made on the Bill of Landing (BOL) and immediate inspection be requested of the carrier. Customers must examine merchandise upon receipt and note any obvious damage. Failure to make any such claims shall constitute full acceptance of merchandise.

The following are suggestions will help in the handling of freight claims with the carrier:

For obvious damage, note damage on BOL and ask driver to sign as well. Also note any excessive wear, damage or handling marks on cartons especially if cartons appear to have been dropped.

For concealed damage please report damage to carrier within 10-15 days from receipt of order.

Request the carrier to send out an inspector immediately.

Keep all cartons and packing materials.

Do not move damaged goods from one site to another. Product must remain where it was received/discovered to be damaged.

What the carrier will need from you:

- The carriers claim form.
- A copy of the Bill of Lading which includes the freight bill or pro#.
- A copy of the delivery receipt (this is particularly important if the shipment was signed for as damaged or short at delivery.)
- The invoice from HBF showing the true value of the loss or damage.
- Photos of the damaged unit/units.

Exclusive Remedy

Replacement, repair, or return of purchase price in accordance with the provisions of this warranty will be the buyer's exclusive remedy for and will constitute satisfaction of any and all liabilities of HBF with respect to claims for any non-conformance or defect whatsoever in HBF brand products, whether based in warranty, contract, tort, negligence, strict liability, or otherwise.

Disclaimers

This express warranty of HBF brand products is exclusive and in lieu of all other warranties, conditions and terms as to the quality or fitness of such products, whether written, oral or implied, statutory or otherwise, including without limitation, any warranties or conditions of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and all such other warranties, conditions and terms are hereby disclaimed and excluded by HBF. No HBF dealer, agent or other representative has any authority to make any warranty or representation on behalf of HBF with respect to HBF brand products or any other product or service.

IN NO EVENT WILL HBF BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR ANY OTHER SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OF PRODUCT, OR COST OF SUBSTITUTE PRODUCT, BASED ON BREACH OF WARRANTY OR CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.
