WARRANTY

Warranty Statement

Elements International warrants to the Dealer that the Products sold from Elements International are free from defects in material and workmanship for twelve (12) months from the date of purchase by the Dealer.

End consumers must file warranty claims with the Dealer (proof of purchase may be required); the Dealer will process such claims in accordance with Elements International's warranty program and claims policy, and the Dealer's processing of a claim does not expand Elements International's obligations.

Coverage applies only to defects in material and workmanship and excludes damage from improper assembly/installation, misuse, neglect, improper care, environmental exposure, normal wear and tear, cosmetic defects, or use with non-approved accessories; care guidelines apply and failure to follow them may affect eligibility.

This warranty is non-transferable; Elements International disclaims all implied warranties to the extent permitted by law.

This warranty shall be governed by the laws of Texas, and any disputes shall be resolved in court in Dallas County.

Remedies

Elements International's obligations under this warranty are limited to the following remedies, at Elements International's sole discretion:

1. Providing spare or replacement parts;
2. Replacing the product with a functionally equivalent item;
3. Issuing partial credit to the Dealer to allow for repair; or
4. Issuing full credit based on the original Elements invoice price of the product.

Shipping, freight, and inspection costs will be allocated as determined by Elements International. Elements International's liability is capped at the original invoice price paid by the Dealer. These remedies apply only to the Dealer and do not govern how the Dealer addresses warranty matters with end consumers.

Exclusive Warranty

This warranty is the sole and exclusive warranty provided by Elements International to the Dealer and supersedes all other warranties, whether express, implied, or statutory, except where prohibited by law.

No distributor, dealer, representative, or agent is authorized to modify, expand, or extend these warranty terms, and any such statements shall not be binding on Elements International.

- No Warranty for Commercial Use: Intended for residential use only.

• Limitation of Liability: Elements International is not liable for any indirect, incidental, special, or consequential damages, including lost profits or business interruption.

• Changes to Warranty Policy: Elements International may amend or modify this warranty at any time; claims are handled according to the policy in effect at the time of purchase.

• Responsibility for Documentation: Dealers must retain proof of purchase; claims without sufficient documentation may be denied.

• Non-Transferable Warranty: Applies only to the original dealer and purchaser.

Warranty Limitations and Exclusions

This warranty does **not cover:**

• **Damage Due to Misuse or Abuse:** Any use not consistent with the intended purpose of the product, including excessive weight, jumping, standing on furniture, using furniture as a trampoline or ladder, or other unsafe activities.

• **Improper Assembly/Installation:** Damage from incorrect or incomplete assembly/installation by the dealer, consumer, or third party is not covered. Assembly must follow manufacturer instructions to maintain coverage.

• **Normal Wear and Tear:** The gradual and expected deterioration of a product due to regular use, aging, or environmental exposure. Examples of wear and tear include minor fabric pilling, cushion softening, surface scratches, fading from sunlight, dents, fraying, or other minor cosmetic imperfections that naturally occur during ordinary use over time.

• **Accidental Damage:** Spills, drops, impacts, pet-related scratches or stains, and other unintentional damage.

• **Environmental Damage:** Damage caused by excessive moisture, water exposure, prolonged direct sunlight, heat, or extreme temperature or humidity fluctuations, including warping, cracking, or fading.

• **Improper Care or Maintenance:** Use of harsh chemicals, abrasive cleaners, or neglect in following the recommended care instructions.

• **Natural Variations:** Differences in wood grain, texture, color, or patterns that are inherent to natural materials or part of the product's distressed design.

• **Modifications, Alterations, or Unauthorized Repairs:** Any changes, repairs, or additions not approved by Elements International, including use of non-approved accessories or third-party modifications.

• **Use with Non-Compatible Products:** This warranty does not cover damage caused by using the product with items that are not designed to be used together, such as mismatched chairs and tables, box springs, or mattresses.

• **Excluded Merchandise:** Floor models and "as-is" items are not eligible for warranty coverage.