

## Ashley Furniture Industries Limited Warranties

The following Limited Warranties are given only to the original retail purchaser, subject to all the terms and conditions below. These Limited Warranties are non-transferable.

Ashley Furniture Industries, LLC ("Ashley"), subject to all the limitations and exclusions described in these Limited Warranties, warrants the following Ashley products and parts against material manufacturing defects for the duration set forth next to that product or part in the table below.

All warranty periods commence on the date of delivery of the product.

| Product or Part  | Limited Warranty Duration                  | Labor Coverage |
|--|--|----------------|
| <b>Frames Used In Upholstered and Leather Products</b>   | <i>Limited Lifetime Warranty*</i>          | 1 Year         |
| <b>Springs and Webbed Seating System</b><br><br>The metal spring systems are generally, sinuous, wire seat springs, and, where applicable, back springs. The Webbed Seating System is the webbing used to support the seating area.  | <i>5 Year Limited Warranty</i>             | 1 Year         |
| <b>Recliner Mechanisms</b>   | <i>5 Year Limited Warranty</i>             | 1 Year         |
| <b>Sleeper Mechanisms</b>  | <i>3 Year Limited Warranty</i>             | 1 Year         |
| <b>Sleeper Mattress**</b>  | <i>3 Year Limited Warranty - Pro-rated</i> | 1 Year         |
| <b>Cushioning***</b><br><br>Including Unattached Cushioning which means each cushion core in an unattached (loose) seat cushion and Attached Cushion which means each cushion core in a seat cushion which is attached to the product.   | <i>1 Year Limited Warranty</i>             | 1 Year         |
| <b>Leather and Upholstery Fabric****</b>   | <i>1 Year Limited Warranty</i>             | 1 Year         |
| <b>Top of Bed</b><br><br>Top of Bed means comforters, bed skirts, pillow shams, and any accent pillows included with a comforter set.  | <i>30 Days</i>                             | 30 Days        |
| <b>Finishes and all Other Furniture Products</b> Finishes and all Other Furniture Products means all finishes and other parts, components, and other furniture products not specifically included in the above Limited Warranties, including but not limited to dining room tables, chairs, occasional tables, beds, dressers, sleeper mattresses, marble tops, granite tops, desks, curio cabinets, china cabinets, buffets, entertainment centers, lamps, electrical components (other than light bulbs), recliner pull cords and handles incorporated into any furniture product. | <i>1 Year Limited Warranty</i>             | 1 Year         |

\*As used in these Limited Warranties, "lifetime" means the normal useful life of the product under reasonable use.

\*\*After the first year of use, Ashley will replace the sleep mattress on the following prorated basis: more than 1 but less than 2 years of use, 90% of the cost of the replacement is covered; more than 2 years but less than 3 years of use, 80% of the cost of the replacement is covered.

\*\*\*All seat cushion cores in both Unattached Cushioning and Attached Cushioning will soften with normal use and will conform to the shape of the user. This shall be considered normal wear, and shall not be considered a loss of resiliency or a material manufacturing defect.

\*\*\*\*The Leather and Upholstery Fabric Limited Warranty also includes seam slippage, cracking, and dye transfers. Leather is a natural product, and, as such, each hide will reflect its own individuality. Some variations of shade and tone are to be expected as are the nicks, scratches, and wrinkles that only occur in genuine leather; these characteristics are in no way to be considered a defect. These Limited Warranties do not cover tears, flattening of nap, pilling, fading, or shrinking and are not valid when heavy soiling or abuse is evident. These Limited Warranties also do not cover protective finishes, velvets, and velvet types, since by their very nature, these fabrics are of soft texture and will crush, shade and mark more readily than most fabrics; these characteristics are in no way to be considered a defect.

## **LIMITATIONS AND EXCEPTIONS**

The following limitations and exceptions apply to the Limited Warranties:

### **Remedy**

Under these Limited Warranties, for all of its products other than an Unattached Cushion (as defined in the topical heading "Cushioning"), the sole liability of Ashley is limited to repair, or at its option replacement, of the applicable product or part found, upon examination of an authorized manufacturer's representative of Ashley, to evidence a material manufacturing defect. REFUNDS ARE NOT AVAILABLE. If within the warranty period, identical materials are unavailable at the time of repair or replacement, Ashley reserves the right to substitute materials of equal or better quality. Replacement fabrics may vary in color from the original due to dye lot differences.

In addition, during the period of any applicable Labor Coverage, Ashley will pay, within one year from the date of delivery, reasonable and customary labor rates to repair or replace the defective parts (at Ashley's option) and shipping costs from the retailer to and from Ashley, at no charge to the original retail purchaser. After the expiration of the Labor Coverage or for all products or parts not covered by Labor Coverage, the original retail purchaser will be responsible for labor, packing, and all shipping and transportation costs. The costs associated with transporting the furniture or parts from your home to the retailer or from the retailer to your home are excluded from all Limited Warranties.

For Unattached Cushions with a material manufacturing defect, Ashley will replace the defective Unattached Cushion provided that the original retail purchaser during the warranty period (i) complies with the Claim Procedure set forth in these Limited Warranties, and (ii) if requested by Ashley, returns the defective cushion core contained within an Unattached Cushion to Ashley Furniture Industries, LLC, Attn: Director of Quality, One Ashley Way, Arcadia, WI 54612. The remedy specified in this paragraph is Ashley's sole liability related to Unattached Cushions.

**Any item repaired or replaced under these Limited Warranties will be covered by the Limited Warranties for the remainder of the original warranty period only.**

## **All Products**

These Limited Warranties do not apply to (i) rented, business, commercial, institutional, or other non-residential uses, (ii) merchandise that was, at any time, used as a floor sample or display model, (iii) any merchandise purchased "as is" or second-hand, (iv) any merchandise purchased at a distress sale or a going-out-of-business sale, (v) any merchandise purchased from a liquidator, or (vi) merchandise obtained from a rental retailer. All warranties, whether express or implied, cover only normal household usage. No warranty, express or implied, applies to any condition resulting from misuse, abuse, delivery or transportation damage, nor any condition resulting from incorrect or inadequate maintenance, cleaning, or care. These Limited Warranties are null and void if furniture has been moved from original point of delivery to consumer.

## **Chemical Treatments**

These Limited Warranties do not cover damages or defects caused by use of chemical treatments or protective coatings on the finish, leather, or upholstered fabric by the retailer or the original retail purchaser, and any such chemical treatments or protective coatings voids all warranties of Ashley.

## **Leather, Upholstered Fabric and Finishes**

The Limited Warranties on "Leather," "Upholstered Fabric," and "Finishes and all Other Furniture Products" do not cover (i) damages resulting from excessive soiling or improper or unapproved cleaning methods, (ii) fading or other damages resulting from exposure to sunlight, (iii) damages resulting from household humidity, or (iv) damages resulting from any liquid, including but not limited to alcohol and water. CAUTION: Any use of improper or unapproved cleaning methods voids all warranties of Ashley.

## **Modifications to Products**

These Limited Warranties do not apply to any products that have been altered by any person, dealer, or company without the express written authorization of Ashley.

## **Implied Warranties**

IMPLIED WARRANTIES, INCLUDING ANY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IMPOSED ON THE SALE OF THIS FURNITURE AND ITS PARTS UNDER STATE LAW, ARE LIMITED IN DURATION TO THE APPLICABLE WARRANTY DURATION OF THE PRODUCT OR PART AND NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **DISCLAIMER**

NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF ASHLEY WITH RESPECT TO THE FURNITURE AND ITS PARTS, OR THE OPERATION, REPAIR, OR REPLACEMENT OF THE FURNITURE AND ITS PARTS. FURTHERMORE, NO REPRESENTATIVE OF ASHLEY OR ITS DISTRIBUTORS OR RETAILERS IS AUTHORIZED TO MAKE ANY CHANGES OR MODIFICATIONS TO THESE LIMITED WARRANTIES.

SOME RETAILERS OFFER EXTENDED OR ADDITIONAL WARRANTIES, INCLUDING BUT NOT LIMITED TO EXTENDED OR ADDITIONAL FABRIC WARRANTIES, EITHER FROM THE RETAILER OR THROUGH A THIRD-PARTY. ASHLEY SHALL NOT BE LIABLE UNDER ANY EXTENDED OR ADDITIONAL WARRANTIES OFFERED BY ANY RETAILER OR THROUGH A THIRD-PARTY UNDER ANY CIRCUMSTANCES.

IN NO EVENT SHALL ASHLEY BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH AS LOSS OF USE, INCONVENIENCE, LOSS, OR DAMAGE TO PERSONAL PROPERTY, WHETHER INDIRECT OR DIRECT, AND WHETHER ARISING IN CONTRACT OR TORT EVEN IF IT HAD REASON TO KNOW IN ADVANCE THAT SUCH DAMAGES WERE POSSIBLE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT SHALL ASHLEY'S RESPONSIBILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT OR ITS REPLACEMENT.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

### **CAUTION**

Motion furniture (recliners, sleeper sofa, etc.) has many moving parts. Caution must be used in operation (opening, closing, etc.). Children should not be allowed to play on or operate motion furniture. Always leave recliners in an upright and closed position and keep hands and feet clear of mechanism. Only the occupant should operate it.

### **CLAIM PROCEDURE**

To obtain warranty services, the original retail purchaser must comply with the requirements of this Claim Procedure.

Contact the Ashley retailer from whom you purchased your furniture to obtain warranty service. All claims must include the original bill of sale, the product serial number, and be filed within the applicable warranty period. Ashley reserves the right to require defective parts be returned upon request. You must make arrangements with the retailer to schedule the transportation of the furniture or parts from your home to the retailer or from the retailer to your home. If the retailer from which you purchased the furniture has closed and you need service, contact Ashley in writing or call our Customer Service.

### **Ashley Warranty and Retailer Information**

Ashley Furniture Industries, LLC

Attn: Consumer Affairs

One Ashley Way

Arcadia, WI 54612

Parts Website: [ashleyfurniture.parts](http://ashleyfurniture.parts)

Customer Service Phone Number: [844-966-0809](tel:844-966-0809)

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