

# Upholstery Warranty

Bernards Furniture Company (the "Company") warrants its residential upholstery products\* to be free from defects in material and workmanship under normal use and service for the periods of time described below.

This limited warranty applies exclusively to the benefit of the original purchaser of the product under conditions of normal residential usage only and will terminate in the event of resale or commercial use. Any product modifications by dealer or consumer, voids the warranty. The warranty does not apply to damage resulting from (a) normal wear and tear; (b) negligence, abuse or misuse; (c) inadequate or improper maintenance, cleaning or care; (d) exposure to sunlight; (e) exposure to chemicals and/or other liquids; (f) pets; (g) any use for which the product was not designed; (h) commercial usage, which includes rental, business, institutional or any other non-residential use; (i) transportation or delivery; or (j) use contrary to operating instructions. Because of the craftsmanship involved and the natural materials used in the manufacturing process, minor variations will occur from piece to piece. Therefore, this warranty does not cover such minor differences between your furniture and floor samples, printed illustrations, and video or internet displays.

This limited warranty protects you only when you purchase a product from a Company authorized dealer and must be initiated through the dealer from which the product was purchased. All warranty claims must be accompanied by the original dated proof of purchase and contain a brief description of the defect in question.

The Company may examine the product and will decide, at its sole discretion, if it is covered under this limited warranty. If considered covered, the Company will provide appropriate replacement parts. It is the Company that determines, at its sole discretion, whether a product should be repaired or replaced and what constitutes an appropriate replacement. Any product repaired or replaced will itself be warranted only for the remainder of the warranty period of the original product.

If it is covered by this limited warranty, the Company will provide spare parts and ship parts at the Company's expense. Labor charges will be covered via credit to the authorized dealer for a period of one year from the date of purchase. All repair work must be authorized by the Company in advance.

## Leathers

Colorfastness, shrinkage, wrinkling and stretching, those properties are not covered under this warranty. Leather is a natural material, with every hide uniquely enhanced by natural features. Wrinkles, scratches, insect bites, healed scars, naturally occurring color variations, and other

natural markings are not flaws. Further, this warranty also does not cover fabric protectors that have not been applied by the fabric manufacturer, since they may cause latex deterioration, seam slippage, discoloration and may damage filler materials. To limit naturally occurring variations, reduce exposure to direct sunlight, extreme temperatures, and washing.

### Cushions

The Company warrants protection against abnormal loss of resiliency of the upholstered furniture cushion cores for three years. Abnormal wear and abnormal loss of resiliency should not be confused with softening and flattening of foam and fibers, which are considered normal wear, and not defects.

### Fabrics

The Company provides no enhanced warranty for fabrics and only warrants fabrics to the extent that such fabrics are covered by the fabric supplier's warranty provided to the Company. This warranty does not cover colorfastness, shrinkage, wrinkling, and stretching. Please note that washing some fabrics can result in a more relaxed appearance, softer feel, wrinkling, puckering, or shade variations, which are not covered.

### Frames and Springs

The Company warrants against manufacturing defects of frames and springs. This warranty applies for 5 years, as long as the product remains upholstered in the original fabric and is used under normal wear and tear conditions.

WARRANTY LIMITATIONS AND EXCLUSIONS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY ON THIS PRODUCT, AND ON THE PARTICULAR PORTION OR PART OF THE PRODUCT IN QUESTION. THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESSED OR IMPLIED. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damage or provide other specific legal rights, so the above limitation may not apply to you.