

Hi-Rock Home Warranty

LIMITED WARRANTY AGREEMENT

THANK YOU FOR CHOOSING FINE FURNITURE FROM HI-ROCK HOME (“HI-ROCK HOME”, “WE” AND “OUR”). PLEASE READ THE TERMS OF THE HI-ROCK HOME’S LIMITED WARRANTY COVERAGE CAREFULLY. ALL WARRANTIES ARE TO THE ORIGINAL RETAIL PURCHASER (THE “ORIGINAL PURCHASER”) ONLY AND ARE NOT TRANSFERABLE. PROOF OF PURCHASE IS REQUIRED FOR ALL LIMITED WARRANTY CLAIMS.

1. FRAME CONSTRUCTION- LIMITED LIFETIME WARRANTY THE FRAME, SO LONG AS IT IS UPHOLSTERED IN THE ORIGINAL FABRIC OR LEATHER AND SUBJECT ONLY TO NORMAL USE AND CONDITIONS, IS WARRANTIED TO THE ORIGINAL PURCHASER AGAINST MANUFACTURING DEFECTS IN MATERIAL OR WORKMANSHIP FOR THE LIFE OF THE PRODUCT.

2. SPRINGS SUSPENSION- LIMITED LIFETIME WARRANTY THE SPRING UNITS OF HI-ROCK HOME’S PRODUCTS ARE WARRANTIED TO THE ORIGINAL PURCHASER AGAINST BREAKAGE DUE TO DEFECTIVE MATERIAL OR WORKMANSHIP FOR THE LIFE OF THE PRODUCT.

3. RECLINER AND SLEEPER MECHANISMS - LIMITED LIFETIME WARRANTY RECLINER & SLEEPER MECHANISMS ARE WARRANTIED TO THE ORIGINAL PURCHASER AGAINST BREAKAGE DUE TO DEFECTIVE MATERIAL OR WORKMANSHIP FOR THE LIFE OF THE PRODUCT.

4. CUSHION CONSTRUCTION – LIMITED THREE (3) YEAR WARRANTY OUR FOAM CORES ARE WARRANTIED TO THE ORIGINAL PURCHASER AGAINST MANUFACTURING DEFECTS IN MATERIAL OR WORKMANSHIP FOR THREE (3) YEARS UNDER

NORMAL USE. THESE CORES ARE CONSTRUCTED OF A POLYURETHANE FOAM CENTER CORE WITH POLYESTER FIBER WRAP. SOME CORES FEATURE DOWN FEATHERS WHICH ARE ALSO UNDER THIS WARRANTY. ALL POLYESTER FIBERS AND FOAM WILL SOFTEN AND/OR FLATTEN AS A RESULT OF NORMAL USE AND AGING AND ARE NOT A DEFECT AND THEREFORE ARE NOT COVERED BY THIS LIMITED WARRANTY. HOWEVER, A FOAM CORE'S LOSS OF RESILIENCY MAY BE A DEFECT COVERED BY THIS LIMITED WARRANTY.

5. LEATHER, FABRIC COVERS AND SEAMS– LIMITED ONE (1) YEAR WARRANTY UPHOLSTERY LEATHERS AND FABRICS ARE WARRANTIED TO THE ORIGINAL PURCHASER AGAINST MANUFACTURING DEFECTS IN MATERIAL OR WORKMANSHIP FOR ONE (1) YEAR UNDER NORMAL USE. THIS WARRANTY DOES NOT COVER NORMAL FADING, PILLING, SHADING, WRINKLING, SHRINKAGE, STRETCHING, WEAR AND TEAR, & COLOR LOSS (INCLUDING COLOR LOSS DUE TO THE USAGE OF HAIR-CARE PRODUCTS). ANY RETAILER APPLIED OR SELF-TREATMENT OF AFTER-MARKET COVER PROTECTANT VOIDS THIS WARRANTY.

6. FILLING MATERIALS, PILLOW FILL AND OTHER UPHOLSTERY MATERIALS – LIMITED ONE (1) YEAR WARRANTY ALL SUCH MATERIALS ARE WARRANTIED TO THE ORIGINAL PURCHASER AGAINST MANUFACTURING DEFECTS IN MATERIAL OR WORKMANSHIP FOR ONE (1) YEAR UNDER NORMAL USE. OCCASIONALLY ROTATING AND FLUFFING YOUR CUSHIONS WILL HELP TO MAINTAIN THE APPEARANCE OF YOUR FURNITURE.

7. POWER RECLINER, HEADREST & LUMBAR MOTORS - LIMITED THREE (3) YEAR WARRANTY ALL POWER MOTORS ARE WARRANTIED TO THE ORIGINAL PURCHASER AGAINST MANUFACTURING DEFECTS IN MATERIAL OR WORKMANSHIP FOR THREE (3) YEARS UNDER NORMAL USE.

8. ALL ELECTRONICS – LIMITED ONE (1) YEAR WARRANTY

ELECTRICAL COMPONENTS ARE WARRANTIED TO THE ORIGINAL PURCHASER AGAINST MANUFACTURING DEFECTS IN MATERIAL OR WORKMANSHIP FOR ONE (1) YEAR UNDER NORMAL USE.

9. ALL OTHER PARTS AND COMPONENTS – LIMITED (1) YEAR WARRANTY

ALL OTHER PARTS AND COMPONENTS ARE WARRANTIED TO THE ORIGINAL PURCHASER AGAINST MANUFACTURING DEFECTS IN MATERIAL OR WORKMANSHIP FOR ONE (1) YEAR UNDER NORMAL USE.

HOW TO OBTAIN WARRANTY SERVICE

TO OBTAIN WARRANTY SERVICE, YOU, AS THE ORIGINAL PURCHASER MUST CALL 828-485-6056 OR EMAIL OUR CUSTOMER SERVICE DEPARTMENT AT INFO@HI-ROCK.COM DURING THE APPLICABLE LIMITED WARRANTY PERIOD TO OBTAIN A WARRANTY AUTHORIZATION NUMBER. NO WARRANTY SERVICE WILL BE PROVIDED WITHOUT A WARRANTY AUTHORIZATION NUMBER. YOU, AS THE ORIGINAL PURCHASER MAY CONTACT HI-ROCK HOME AND OUR CUSTOMER SERVICE DEPARTMENT AT PO BOX 315 HICKORY, NC 28603.

LIMITATIONS

ALL WARRANTIES ARE LIMITED TO MANUFACTURING AND MATERIAL DEFECTS THAT APPEAR UNDER NORMAL, RESIDENTIAL USE. **THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

WARRANTIES ARE FOR REPAIR, REPLACEMENT, OR SUBSTITUTION ONLY, IN HI-ROCK HOME'S SOLE DISCRETION. REFUNDS ARE NOT AVAILABLE. EXCEPT FOR WARRANTY PERIODS COVERING THE LIFE OF THE PRODUCT, ANY WARRANTY TIME PERIOD NOTED ABOVE WILL NOT BE NOT EXTENDED IF HI-ROCK HOME REPAIRS OR REPLACES THE PRODUCT.

HI-ROCK HOME WILL PAY REASONABLE AND CUSTOMARY RATES FOR LABOR DURING THE PERIOD OF THE 1 YEAR LABOR WARRANTY. YOU WILL BE RESPONSIBLE FOR LABOR COSTS AFTER THAT STATED TIME PERIOD. YOU ARE RESPONSIBLE FOR SERVICE PART HANDLING FEES, IN-HOME INSPECTION FEES, AND TRANSPORTATION OF THE PRODUCT TO AND FROM THE DEALER.

THE PRODUCT IS NOT WARRANTED FOR DIFFERENCES BETWEEN YOUR FURNITURE AND IN-STORE SAMPLES, INTERNET DISPLAYS, PRINTED AND VIDEO MATERIALS. **ADDITIONALLY, STORE SHOWROOM SAMPLES OR PRODUCTS SOLD "AS IS" AT THE TIME OF PURCHASE ARE NOT COVERED.**

HI-ROCK HOME'S WARRANTY DOES NOT COVER DAMAGE OR WEAR AND TEAR RESULTING FROM ABUSE, MISUSE, RENTAL OR COMMERCIAL USE, CHEMICAL TREATMENTS, EXCESSIVE SOILING, PET DAMAGE, EXPOSURE TO SUNLIGHT, IMPROPER STORAGE, ACCIDENTS, EXTREME TEMPERATURES, NEGLIGENCE, IMPROPER CLEANING, ACTS OF GOD AND ANY OTHER EVENTS OUTSIDE THE REASONABLE CONTROL OF HI-ROCK HOMES.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THE APPLICABLE EXPRESS LIMITED WARRANTY DESCRIBED ABOVE.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU, AS THE ORIGINAL PURCHASER.

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THESE LIMITED WARRANTIES. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, AS THE ORIGINAL PURCHASER.