

Limited Warranty

CLAIMS AND WARRANTY

Any claims for defective merchandise or missing parts must be made within 10 calendar days after the merchandise is received by the retailer. We reserve the right to specify that items be returned to the Homelegance warehouse for inspection or be inspected by our representative in the field. If the claim is justified, the item(s) or part(s) will be repaired or replaced or a credit will be issued. It is our policy to replace parts whenever possible.

A reasonable amount of touch-up, adjustment, deluxing, and replacement part installation is the responsibility of the retailers. We strongly recommend our customers to inspect the merchandise prior to delivery of goods.

Upon the sales of the goods to the end-use consumer, Homelegance's obligation to claims and warranty shall terminate and Homelegance's obligation shall be limited exclusively to the obligations set forth in the Homelegance's Consumer Limited Warranty. Homelegance will also not accept claim for display samples. All claimed items must be in the manufacturer's original cartoning.

CONSUMER LIMITED WARRANTY

Homelegance Limited Warranty period begins at the time the end-use consumer receives the product and expires 90 days thereafter. Consumer Limited Warranty provides coverage to original purchaser and does not apply to rental, commercial, business, institutional, or other non-residential uses. The Consumer Limited Warranty only provides warranty to products under normal indoor household use. Any improper care and use including, but not limited to, damage by the use of detergents, abrasives or other harsh cleaning agents will void the Consumer Limited Warranty. As Homelegance only provides services and warranties to its authorized retailers, consumers should discuss any Consumer Limited Warranty claim with the retailer where they originally purchased the merchandise from. The Consumer Limited Warranty will be voided if purchased through an unauthorized Homelegance retailer.

CONSUMER WARRANTY ON CASEGOODS PRODUCTS:

Homelegance provides a 90-day limited warranty for all casegoods products, including bedroom, dining, occasional, office, media, lighting, and others. The warranty covers manufacturing defects, but it does not cover damage caused by improper use of chemicals, improper care, misuse, neglect, or improper installation. Additionally, cracking or splitting due to changes in temperature or humidity is not covered under the warranty. This warranty is applicable for residential use only and does not cover commercial, rental, or industrial use. The original bill of sale from the retailer where the goods were purchased is required for warranty fulfillment.

CONSUMER WARRANTY ON UPHOLSTERED PRODUCTS:

Homelegance provides 1-year limited warranty on upholstered products including chairs, love seats, sofas and certain accent pieces to the original purchaser. The warranty period starts from the date of purchase for 1 year and is non-transferable. It covers residential use only, not commercial, rental or industrial use. The original bill of sale from the retailer where goods are purchased from is necessary for the fulfillment of the warranty.

Frame: Homelegance provides 1-year limited warranty to consumers on frames of upholstered chairs, love seats, sofas, ottomans, and certain accent pieces from the date of purchase against manufacturer defects such as poor quality material, unstable structure/mechanism or significant visual

deformation. Homelegance will be responsible for reasonable and regular repair labor rate or provide replacement parts within 1 year from the date of purchase. The limited warranty applies only in normal usage condition and does not cover any misuse, abuse, or inadequate maintenance.

Leather: Homelegance provides 1-year limited warranty to consumers on leather from the date of purchase against manufacturer defects such as cracking, peeling, dye transfer and seam slippage. Leather is like any natural product which has its own uniqueness and appearance. Therefore, as it occurs in genuine leather, variations of shade and tone, such as scratches, notches or wrinkles, are considered normal rather than defective. Homelegance will be responsible for reasonable and regular repair labor rate or provide replacement parts within 1 year from the date of purchase. However, the warranty does not cover defects or damage caused by using chemical or improper cleaning methods. Also, misuse, abuse, or inadequate maintenance voids warranties.

Fabrics: Homelegance provides 1-year limited warranty to consumers on fabrics from the date of purchase against manufacturer defects such as fraying or seam slippage. The Limited Warranty does not cover fabric shrinkage, tears, color fastness, wear quality, snagging and peeling and voids when chemical or improper cleaning is performed. Homelegance will be responsible for reasonable and regular repair labor rate or provide replacement parts within 1 year from the date of purchase. However, the warranty does not cover defects or damage caused by using chemical or improper cleaning methods. Also, misuse, abuse, or inadequate maintenance voids warranties.

Cushioning & Sleeper Cushion: Homelegance provides 1-year limited warranty against loss of foam resiliency. All cushioning will over time soften with normal use. This should be considered as normal wear and tear and not as a loss of resiliency or a manufacture defect. The Limited Warranty does not apply to conditions caused by physical damage, improper use or normal wear and tear after the original sale. Homelegance's obligation is limited to repair or replacement of any part covered under this warranty.

Sleeper & Recliner Mechanism: Homelegance provides 1-year limited warranty to consumers on sleeper and recliner mechanisms from the date of purchase against manufacturer defects. Homelegance will be responsible for reasonable and regular repair labor rate or provide replacement parts within 1 year from the date of purchase. The limited warranty applies only in normal usage condition and does not cover any misuse, abuse, or inadequate maintenance.

CONSUMER WARRANTY ON MATTRESS:

In an effort to provide outstanding customer service, Homelegance is proud to issue a non-prorated 10-year warranty for our quality line of mattresses. The warranty begins on the date the consumer purchases the mattress from their retailer and is non-transferrable. Homelegance will repair or replace the defective mattress if a defect occurs within the warranty period.

Warranty coverage includes:

- Defects or deterioration in the structure of the foam, including splitting or cracking, with normal use and proper handling.
- Permanent body indentations and impressions of 1.5" or greater.
- Sagging with proper support of box spring foundation or platform bed frame.
- Coils or wires protruding through the fabric.

Your mattress must be continuously and solidly supported by a foundation—which may include:

- Wood slat platform – with spacing of no more than 4".
- Box spring foundation - new condition.
- Wire grid frames.
- Metal support slats and platforms.

Warranty does not cover:

- Expected increase of softness due to normal usage including body indentations of less than 1.5".
- Expected decrease of foam recovery due to normal usage including body indentations of less than 1.5".
- Mattress fabric including, but not limited to: stains, tears and wear.
- Circumstances beyond the mattress itself (i.e. height of mattress on bed, linen fit, etc.).
- Mattress damage due to insufficient foundation support.
- Mattress decompressed for extended periods of time.

Improper usage will void the mattress warranty, and all other warranties expressed or implied.

Warranty claims will require documentation of defect, as defined above, to be presented to Homelegance within the warranty period.

CONSUMER WARRANTY ON PILLOW:

Homelegance is proud to issue a 5-year warranty for our pillows. The warranty begins on the date the consumer purchases the pillow from their retailer and is non-transferable. Homelegance will repair or replace the defective pillow if a defect occurs within the warranty period. However, the warranty applies only in normal usage condition and does not cover any misuse, abuse, or inadequate maintenance.

CONSUMER WARRANTY ON ADJUSTABLE BED:

Homelegance provides 2-year limited warranty to consumers on adjustable bases from the date of purchase against manufacturer defects. Homelegance will be responsible for reasonable and regular repair labor rate or provide replacement parts within 2 years from the date of purchase. Misuse, abuse, or inadequate maintenance voids warranties.

DISCLAIMER

The remedy of repair, replace or refund provided for herein is the sole and exclusive remedy to consumers for a defective good. The foregoing will be the sole and exclusive remedy to consumers and in no event shall Homelegance be responsible for special, incidental, punitive or consequential damages, such as loss of use, inconvenience, loss or damage to personal property, lost profits or commercial losses, whether indirect or direct, and whether in contract, tort, or otherwise even if it had reason to know in advance that such damages were possible. This limitation applies to all goods during and after the warranty period. To the extent the limitation or exclusion of liabilities or damages contained herein is not permitted under applicable law, this limited warranty will apply to the maximum extent allowed by applicable law.