KINCAID

UPHOLSTERY WARRANTY

Effective for products manufactured on or after November 1, 2016

The company's liability for defective merchandise is limited to replacement or repair of that merchandise.

UPHOLSTERY

Kincaid warrants to the original purchaser of first-quality Kincaid upholstery from an authorized dealer that the furniture is free from defects in material and workmanship as noted. Warranties do not apply to purchasers of as-is or distressed products or display samples. Any costs for packing and shipping are not covered under this warranty. Service claims under this warranty are to be made through the retail store from which the furniture was purchased. To obtain proper service under this warranty, the original dated purchase receipt indicating style and fabric descriptions should be kept.

This warranty applies under condition of normal household use, but does not apply to defects that result from negligence, misuse, abnormal use, accident or commercial use.
These warranties are the only relief available to you for this furniture. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. KINCAID WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, EVEN IF IT HAS REASON TO KNOW IN ADVANCE THAT THEY ARE POSSIBLE. These warranties give you specific legal rights, and you may have other rights that vary from state to state. Some states do not allow the exclusion of implied warranties or the limitation of damages, so the above exclusions and limitations may not apply to you. In the event the warranty exclusions do not apply to you, then, where legally permissible, such implied warranties are limited in duration to the stated warranty period and no warranties apply after that period. In circumstances in which the warranties provided herein do not apply, the products involved are, where legally permissible, still subject to the above disclaimer of implied warranties and the above limitation of damages. Kincaid does not authorize anyone, including its dealers, to create for it any other warranty, obligations, or liability in connection with its products.

FRAME CONSTRUCTION

Kincaid warrants the frame against breakage due to defects in material for the lifetime of the product. This warranty is extended to the original purchaser only and is valid only if the item is covered in the original fabric. Products covered in the customer's own fabric are not covered under this warranty.

SPRING CONSTRUCTION

Kincaid warrants the spring construction against breakage due to defects in material and workmanship for the lifetime of the product. This warranty is extended to the original purchaser only and is valid only if the item is covered in the original fabric. Products covered in the customer's own fabric are not covered under this warranty.

CUSHIONS

Kincaid warrants the seat cushions against loss of resiliency due to defects in material and workmanship for the lifetime of the product. The loss of resiliency should not, however, be confused with a slight softening and flattening of the fibers and foam that will occur as a result of normal use and aging. Cushions and filling material will begin to soften and conform to the shape of the user and these qualities should not be considered manufacturing defects.

UPHOLSTERY

Normally, fabrics are not warranted; however, Kincaid does offer to our customers a limited warranty against defects in material or workmanship of one year in this important category. This warranty does not cover fading (upholstered fabric should never be placed in the direct sunlight), piling, cleaning, or shrinkage; and is not valid where there is evidence of soiling, misuse, abuse, negligence, accidents or commercial use. Please note: dye lots may vary and is characteristic of certain fabrics. Warranty goes not apply to dye lot variance, and exact match of shade on fabric repairs cannot be assured.

Fabric damage or failure due to chemical treatment other than by the fabric manufacturer or improper cleaning is also excluded from this warranty.
Household pets should not be allowed on your furniture. Evidence of animal use will void any and warranty by Kincaid.

SLEEPER MECHANISM

Sleeper and other mechanisms are warranted by the manufacturer, and Kincaid extends a limited warranty against defects in material and workmanship for three years from the date of

purchase.

WARRANTY LIMITATIONS

This warranty does not include:

- Any condition resulting from the incorrect or inadequate maintenance, cleaning, or care, or commercial use.
- Any condition resulting from other than ordinary residential wear or from any use for which the product was not intended.
- The use of this product for rental use or for use in business or institutions or other heavy-duty applications.
- The matching of color, grain or texture of wood or leather.
- The colorfastness, commercial dye lot variations, wrinkling or wear of leather.
- The softening of filling materials under normal use.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. KINCAID WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, EVEN IF IT HAS REASON TO KNOW IN ADVANCE THAT THEY ARE POSSIBLE..

This warranty gives you specific legal rights, and you may have other rights that vary from state to state. Some states do not allow the exclusion of implied warranties or the limitation of damages, so the above exclusions and limitations may not apply to you. In the event the warranty exclusions do not apply to you, then, where legally permissible, such implied warranties are limited in duration to the stated warranty period and no warranties apply after that period. In circumstances in which the warranty provided herein does not apply, the products involved are, where legally permissible, still subject to the above disclaimer of implied warranties and the above limitation of damages. Kincaid does not authorize anyone, including its dealers, to create for it any other warranty, obligations, or liability in connection with this product