

Warranty

This Limited Warranty applies only to Modus Furniture International ("Modus") wooden casegoods and casual seating products that have been purchased from an authorized Modus Furniture International dealer. Rights under this warranty apply only to the original purchaser and only upon submission of dated proof of purchase and delivery (such as a delivery receipt).

WARRANTY

Modus Furniture International warrants the products covered by this warranty to be free from defects in material and workmanship for a term of one (1) year or a total of twelve (12) months, from date of delivery. Under the terms of this Limited Warranty, Modus Furniture International may, in its sole discretion, repair or replace the defective item or part. If repair or replacement is not feasible, Modus Furniture International may, again, in its sole discretion, offer or provide a refund, credit, or credit towards future purchase.

This Warranty is the only express warranty provided by Modus Furniture International. The remedies set forth herein are exclusive. No employee, representative, agent, dealer or any other person has the authority to assume or incur on behalf of Modus Furniture International any obligation or liability in place of or in addition to this Warranty.

IMPLIED WARRANTIES

THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY, 12 MONTHS FROM THE DATE OF DELIVERY. MODUS FURNITURE INTERNATIONAL ASSUMES NO RESPONSIBILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR HOW LONG IMPLIED WARRANTIES LAST, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

CLAIMS

- Claims made under this Warranty must be directed to the authorized dealer of the original purchase by the original purchaser. This Warranty is not transferable.
- Any claims against this Warranty must initially be presented to the authorized Modus Furniture International dealer, along with dated proof of purchase and delivery.
- In order to determine if a defect exists and how best to arrange, replacement or repair, Modus Furniture International may require photographs of the defect and/or a personal inspection by a Modus Furniture International representative. Photographs almost always facilitate more accurate communication of the complaint and help expedite claims - they are strongly encouraged.

GENERAL LIMITATIONS

- This Warranty is voided if the product is modified or altered in any way after shipment from Modus Furniture International.
- Modus Furniture International reserves the right to modify the product from its form shown on showroom floors or in catalogs. Such modifications are not considered defects under this Warranty.
- Transportation, handling, or delivery damages are not considered defects under this Warranty. Such claims should be filed with the dealer, freight carrier, or delivery service.
- This Warranty applies under conditions of normal residential usage. It does not apply to defects or damage resulting from negligence, abuse, or misuse - including inadequate or improper maintenance, exposure to water, salt air, and other chemicals, exposure to extremes in humidity, accidents, or any use for which the product was not designed, including outdoor use, or commercial usage, which includes rental, business, commercial, institutional, or other non-residential use.
- This Warranty does not apply to non-defective items even though they may have been shipped as part of the same suite.
- This Warranty does not apply to any electrical devices, including but not limited to surge protectors or lighting fixtures, which may be included with your Modus Furniture International product.
- Because of the craftsmanship involved and the natural materials used in the manufacturing process, minor variations will occur from piece to piece. These variations are not considered defects.
- Authentic stone and marble contain vein-lines, hairline fissures, pores, and color variations that are natural characteristics of the material. These natural characteristics are not considered defects.
- Sunlight can cause the finish and the wood underneath to change color. These changes are not considered defects.
- Extremes in temperature and humidity can cause damage to the finish and cause wood to shrink, swell, warp, split, and glue seams to fail. These damages are not considered defects.
- Direct contact with rubber and some types of plastic materials for long periods of time may chemically damage the finish. This damage is not considered a defect.
- Cushion Cores: It should be noted that a slight softening and loss of resiliency will occur in all foam, polyester fiber, and other filling materials as a normal result of use and aging and is not considered a defect.
- Woven Materials: In some circumstances when wicker, seagrass, and other similar material are woven, the strands can move causing unfinished areas to show beneath the strands or the finish to slightly peel where it bridges between strands. These characteristics are more common on seating where the material is moved and stretched under normal use. None of these characteristics is considered a defect.

SPECIFIC LIMITATIONS AND EXCLUSIONS

- Fabrics: Manufacturers of upholstery fabrics do not warrant their products for wearability or colorfastness. As a result, Modus Furniture International does not warrant the wearability or colorfastness of upholstery fabrics applied to its products.
- Application of aftermarket fabric treatment voids this Warranty.
- Modus Furniture International does not warrant fabric dye lot matches from piece to piece.

CONTACT US

If you have any questions concerning this Warranty, please contact your authorized Modus Furniture International dealer or

CUSTOMER SERVICE DEPARTMENT/CONSUMER WARRANTY MATTERS

Modus Furniture International, 5410 McConnell Ave., Los Angeles, CA 90066