Emerald Home Furnishings, Limited Warranty

Thank you for your purchase of Emerald Home Furnishings furniture. We are proud to be an industry leader in both quality and fashion and have taken every effort to ensure our product fulfills your expectations.

All warranty inquiries should be made to the store from which the original purchase was made.

Emerald Home Furnishings Limited Warranty

Wood Products	
Bedroom	1 year
Dining	1 year
Occasional	1 year
Youth	1 year
Upholstery	
Wood frame	5 years
Frame spring unit	5 years
Recliner mechanism	3 years
Electric recliner motors	2 years
Pocketed coil seat springs	2 years
Steel frame and resin wicker	3 years
Fabric	1 year
Foam	1 year
Mattresses	
Promotional & Basics collections	5 year prorated
All other collections	10 year non-prorated

Coverage: Emerald Home Furnishings warrants to the original purchaser (Buyer), and to no other person, that the Emerald Home goods sold, comply with the description contained in this warranty

All parts and products are warranted except:

- Parts and products used for commercial, contract, rental trade, institutional, or other non-residential purposes
- Parts and products that have not been maintained in accordance with the care recommendations provided by Emerald Home
- Parts and products damaged resulting from Buyer's improper assembly

- Parts and products that are damaged/defective due to normal wear and tear
- Abuse and neglect
- Freeze damage
- Cushion water retention times
- Mildew
- Fading
- Vinyl strap and sling stretching
- Glass breakage
- Acts of nature
- Normal aging of wood, including mineral markings, pitch pockets, small cracks (crazing), and color or grain changes
- Queen mattresses when the foundation used is not on a center support frame or rail system having at least five (5) legs
- King mattresses when the foundation used is not on a center support frame or rail system having at least six (6) legs
- Mattresses that are soiled, stained, or in unsanitary conditions
- Mattresses not used with matching Emerald Sleep System foundation

Warranty covers repair or replacement for manufacturer's defects only. In the case of discontinued items or fabrics, Emerald Home may offer an item of similar appearance and value and retains the sole right to determine the validity of the warranty claim.

Warranty is measured from the original purchase date by the dealer.

Important Mattress Information: Your Emerald Sleep Systems or Cool Jewel mattress has been constructed with the finest materials to give you the utmost in comfort and support. Mattresses are designed to conform to your unique contour. Initially, sleeping in one position may result in "body impressions" on the surface of the mattress. This is not a structural defect, but merely the localized compacting of the conforming comfort materials.

Warranty Service Procedure: All warranty inquiries should be made to the store from which the original purchase was made. If, due to a warranted defect, an Emerald Home product or part fails to function during the warranted period described above, **Buyer shall look solely to the retailer from whom the product** was purchased (the Retailer) for a remedy. The original receipt must be presented to the Retailer. The Retailer, in turn, will work with Emerald Home to determine whether the product or part is covered by the warranty provided herein, with Emerald Home having the sole discretion to determine whether the product or part is covered by the warranty. Following receipt of authorization from Emerald Home, the Retailer will repair the product or part, or replace the product or part with same item. In the event the exact item is no longer available, the replacement will be an item of comparable value. Buyer must work with the Retailer in its verification of the warranty claim.

If Buyer has a bona fide warranty claim and the Retailer is no longer in business, Buyer may directly contact Emerald Home through the <u>consumer warranty form</u>. If Emerald Home determines that the defective product or part is covered by this limited warranty, Emerald Home will act as the Retailer would under this warranty. If Buyer provides all necessary information to Emerald Home, including the original sales receipt for the product or part, a photograph showing the product or part's defect and a written description of the defect. Additionally, if requested by Emerald Home, Buyer will be obligated to return the product or part to Emerald Home.

Emerald Home is not obligated to refund money to Buyer.

RETAILER'S AND EMERALD HOME'S SOLE LIABILITY IS TO REPAIR OR REPLACE THE WARRANTED PART OR PRODUCT AS STATED HERIN, AND IN NO EVENT WILL RETAILER OR EMERALD HOME BE LIABLE FOR INCEDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS DAMAGE TO OTHER PROPERTY OWNED BY THE BUYER OR PERSONAL INJURIES SUSTAINED BY BUYER.

THE WARRANTIES SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER, ORAL OR WRITTEN, EXPRESSED OR IMPLIED.

Disclaimer: This warranty is in lieu of any implied or expressed warranty. Implied warranties, including any warranty of merchantability imposed on the sale of this furniture under State Law, are limited to the stated warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not directly apply to you.