

WARRANTY

Wood Chairs: 10 years structural integrity, one year free from defects and workmanship.

Metal Chairs: 10 years structural integrity, one year free from defects and workmanship.

Tables: 10 years structural integrity, one year free from defects and workmanship.

Fabric: Subject to warranty of the textile company
Laminate tables: Subject to the warranty of the laminate company

Seller makes no other warranties or representations, express or implied, by operation of law or otherwise, including without limitation any implied warranty of merchantability or fitness for a particular purpose, all of which are hereby specifically disclaimed. In particular, but without limiting the generality of the foregoing exclusion, (i) if the goods are made according to buyer's specifications, seller does not warrant adequacy of such specifications or that the goods will perform in accordance with such specifications, (ii) if any goods furnished hereunder are made by any supplier other than seller, seller does not provide any warranty with respect to such goods, (iii) seller does not warrant that the goods are in compliance with laws of any country, and (iv) if the goods are modules or assemblies, seller does not warrant design, design performance, durability or system integration of the modules, assemblies or any components thereof. Limited warranty based on 8hr, 200 day use. Seller's sole obligation under the foregoing warranties will be limited to either, at Seller's option, replacing or repairing defective goods or refunding the purchase price paid for such goods previously paid by Buyer, and Buyer's exclusive remedy for breach of any of such warranties will be enforcement of such obligation of Seller. These warranties will not extend to goods subjected to misuse, abuse, neglect, damage, accident or improper installation or maintenance or which have been altered or repaired by anyone other than Seller or its authorized representative. Seller shall not be liable on any claim for defective goods, which is not made within thirty (30) days after discovery of defect.

REMEDIES AND LIMITATION OF LIABILITY.

In the event Buyer claims Seller has breached any of its obligations under the contract, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price previously paid by Buyer, and in such event, Seller shall have no further obligation under the contract except to refund such purchase price upon redelivery of the goods. No goods may be returned without Seller's written request. If Seller requests the return of the goods, the goods will be unless otherwise authorized in writing by Seller. Seller reserves the right to inspect any claimed defect, repair defective goods or install replacement parts, and perform any adjustment incident to satisfactory operation of the goods. In the event Buyer claims Seller has breached any of its obligations under the contract, whether of warranty or otherwise, and Seller has not delivered any goods to Buyer, Seller may tender to Buyer the purchase price previously paid by Buyer, and, in such event, Seller shall have no further obligation under the contract except to refund such purchase price previously paid by Buyer. The remedies contained in this and the preceding paragraph shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the contract, whether of warranty or otherwise. In no event shall Seller be liable for incidental, consequential or special damages, including without limitation, lost revenues, profits or recall expenses, nor shall Seller's liability on any claim for damages arising out of or connected with the contract or the manufacture, sale, delivery or use of the goods exceed the purchase price of the goods previously paid by Buyer to Seller. Any warranty rights which Seller may have relating to any goods provided by other suppliers will be assigned to Buyer upon request. Seller shall not be liable for failure to perform its obligations under the contract resulting directly or indirectly from circumstances beyond Seller's reasonable control.