

Warranty

Private Label Partners and Beniia Furniture Co. (hereafter referred to as the Company), warrants to the original end user that this product will be free from defects in its material and workmanship when used in a single shift (standard 8-hour day, 5 days per week) for the following warranty periods:

LIMITED LIFETIME WARRANTY COVERAGE: All Beniia products, except where noted below. 5 YEAR WARRANTY COVERAGE: Fabric, foam, knit back, mesh and plastic. Electric adjustable tables.

THE COMPANY DOES NOT WARRANT

- COM/COL textiles
- Product abuse or misuse or negligence in misuse
- Failure resulting from normal wear and tear
- Products that have been modified or altered and any attachments to the product
- Products or parts not used, maintained or installed in accordance with the Company's installation, maintenance and/or applicable guidelines
- Products that are exposed to extreme environmental conditions such as water damage or fire and/or have been subject to improper storage
- Products that are used for home office applications.
- Floor samples or display models
- Products purchased "as is" and/or secondhand
- Products sold by unauthorized dealers
- Creasing and/or gathering of textiles during upholstery application process
- · Minor irregularities of color, surface, grain and texture
- Minor variations of color in textiles
- Variations of texture and natural markings such as neck wrinkles, scratches, backbone marks and stretch marks in leather
- · Color matching of textiles exactly to samples, swatches or prior purchases

beniia

APPLICABLE PROVISIONS TO ALL PRODUCTS AND SERVICES

The Company will, at its option, repair or replace with a comparable product, without charge to the original purchaser, only defective products or parts reported as defective during the Warranty Period. If requested by the Company, the original purchaser must return the part or product with freight or other shipping charges prepaid.

UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR INJURIES OR DAMAGES ARISING FROM USE OF THE PRODUCT.

This warranty shall be effective for the applicable time period beginning from date of purchase as shown on original purchaser's original receipt or other proof of purchase.

This is an EXCLUSIVE LIMITED WARRANTY. There are no other warranties, express or implied, including, without limitation, any implied warranty of merchantability or of fitness for a particular purpose.

The Company will not be responsible for incidental, consequential, special, or indirect damages. The purchaser is responsible for determining suitability for its intended use. The Company disclaims any liability for defects, loss of use, or claims or injuries arising out of the incorrect choice of product for particular usage. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may have other rights which vary from state to state. The Company will advise you of the procedure to follow when making warranty claims.

Call the Company at the number below to explain the defect. Give your name, address and telephone number. Please be prepared with the Product name and model number.

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