

To the extent allowed by law, Compel Office Furniture (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).

Company promises to repair or replace any Compel product or component that is found to be defective in material or workmanship within ten (10) years from the date of original purchase so long as you, the original purchaser, still own it. This is your sole and exclusive remedy. It applies to product manufactured after January 1, 2014. This warranty is subject to the provisions outlined below.

Limitations

- Standard upholstery fabric on chairs is warrantied for two years from date of purchase; fabric upgrades are subject to <u>Momentum Group</u> and <u>Mayer</u> <u>Fabrics</u> textile warranties
- Damage caused by the carrier in-transit is handled under separate terms

Exceptions

- Pneumatic cylinders on chairs are warrantied for so long as you, the original purchaser, still own the chair
- Product purchased prior to January 1, 2014 will be covered for 5 years per the previous warranty
- HiLo desk and table bases are covered under the 10-year warranty, while motor, controller, switch and mechanisms are covered for 3 years from the original date of purchase

Exclusions

This warranty does not apply to:

- Normal wear and tear or acts or omissions of parties other than Seller (including user modifications or attachments, not approved by Compel)
- Products that were not installed, used or maintained in accordance with product instructions and warnings

- Dramatic temperature variations or exposure to unusual conditions
- Floor samples, display models or Products used for rental purposes
- Products purchased "as is" and/or secondhand, closeout items or those sold modified, altered, tampered with or repaired by unauthorized dealers

A word about color variations, fabrics and finishes

Company does not warranty the color-fastness or matching of colors, grains or textures of covering materials and does not apply to:

- COM or other third party materials applied to Products
- Color matching of textiles exactly to samples, swatches or prior purchases
- Changes in surface finishes, including colorfastness due to aging or exposure to light
- Minor irregularities of color, surface, grain and texture

Product provisions

The Company will, at its option, repair or replace with a comparable product, without charge to the original purchaser, only defective products or parts found defective during the Warranty Period. Should the covered Product, no longer be available, Company will make appropriate accommodations on a case by case basis.

If requested by the Company, the original purchaser must return the part or product with freight or other shipping charges prepaid.

Company will not be liable for any consequential, incidental 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.

Freight Claims

Freight Claims must be filed within 10 calendar days from the date of delivery. Pictures of damaged goods and the original cartons are required and must accompany the claim.

Product Design

The right is reserved by Compel Office Furniture to make changes in design and material, as well as discontinuance of parts and units when such action is deemed to be an improvement in design, function and/or construction.

This is an EXCLUSIVE LIMITED WARRANTY.

There are no other warranties, expressed or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose.

The Company will not be responsible for incidental or 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.

To obtain service under this warranty

Your Compel Office dealer is our mutual partner in supporting your warranty requests. By following the procedures outlined below, you can be assured of the best level of service. Please note: Consent of Compel Office Furniture must be obtained before any warranty work is performed. To obtain consent, please take the following steps:

- 1. Contact the Dealer from whom the product was purchased within 30 days of discovery of the defect. Be prepared to affirm that you are the original purchaser of the product and to provide the item number(s) from the product in question.
- Your dealer will gather all pertinent information regarding the claim, inspect the product and contact a Compel Office customer service representative. (Please allow a reasonable amount of time for inspection and review.)

If Compel Office Furniture affirms that the product in question is eligible under the conditions of the warranty as stated above, the customer service representative or another representative of the company will determine whether to provide replacement parts, authorize repairs or replace the product.