Brodart's Limited Twenty-Five Year WARRANTY for Furniture

Brodart warrants that the Furniture designed and manufactured by it will be free of defects in material and workmanship for a period of twenty-five (25) years.

If a defect in material or workmanship is found to exist during the applicable warranty period, the purchaser's sole remedy and Brodart's sole obligation will be, at Brodart's option, the repair or replacement of the Furniture. Such repair or replacement will be at Brodart's sole expense if notice of the defect in workmanship or material is provided during the twenty-five year warranty period.

During the first year of the warranty period, Brodart will be responsible for freight charges from curbside at the Purchaser's place of business, provided that such freight is arranged by Brodart through a common carrier. After the first year, the purchaser will be responsible for all freight charges. All products or parts replaced by Brodart shall become the property of Brodart.

Purchaser shall promptly notify Brodart of any defect. Warranty claims will not be honored unless received by Brodart before the expiration of the warranty period. The warranty period shall begin on the date the Furniture is shipped to the purchaser. No Furniture will be accepted for warranty work without the prior written approval of Brodart's authorized personnel in McElhattan, Pennsylvania.

All Warranties are for the benefit of the original purchaser from Brodart or from any distributor of Brodart, provided that such purchaser purchases the Furniture for its own use and not for resale (the "Original Purchaser"). The warranty is not transferable to any subsequent purchaser of the Furniture from the Original Purchaser.

Defects which, in the judgment of Brodart, result from abuse, misuse, improper storage, alteration, unauthorized repair, extreme environmental conditions, acts of God, or failure to follow published instruction for use or assembly are not covered by this warranty.

No corporation, firm, or individual is authorized to incur or assume for Brodart any liability in connection with the sale, installation or use of Brodart's Furniture, except as stated in this warranty.

Because of material variations in color, grain or texture of wood, Brodart does not warrant the matching of color, grain or texture.

This warranty does not apply to chairs, hassocks, swivel, benches or other types of seating supplied by Brodart, or to furniture sold by Brodart which has been manufactured by any other person.

THERE ARE NO OTHER WARRANTIES RELATING TO BRODART'S FURNITURE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BRODART BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY BUSINESS OR OTHER FINANCIAL LOSS RESULTING FROM THE BREACH OF THE FOREGOING WARRANTY.



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