

Brodart's Limited Five-Year WARRANTY for Seating

Brodart warrants that the Seating designed and manufactured by it will be free of defects in material and workmanship for a period of five (5) 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 Seating. Such repair or replacement will be at Brodart's sole expense if notice of the defect in workmanship or material is provided during the five-year warranty period.

During 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. 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 Seating is shipped to the purchaser. No Seating 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 Seating for its own use and not for resale (the "Original Purchaser"). The warranty is not transferable to any subsequent purchaser of the Seating 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 instructions 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 Seating, 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 any seating supplied by Brodart which has been manufactured by any other person. This warranty does not apply to C.O.M. upholstery material. Standard Brodart textile offerings will carry a two (2) year warranty.

THERE ARE NO OTHER WARRANTIES RELATING TO BRODART'S SEATING, 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.



**Brodart Co.
Contract Library Furniture
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