

PRODUCT WARRANTY

Effective 1/1/03

Cherner

The Cherner Chair Company

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Cherner Chair Company LLC, PO Box 2689, Westport, CT 06880, USA, warrants the products sold by it to be free from defects in material and workmanship, for the warranty periods specified below. This warranty covers the sale of Cherner Chair Company products in all countries.

During the applicable warranty period, Cherner Chair Company, as its sole obligation, will repair or replace (at its option) any product, part or component covered by this warranty and sold after January 1, 2003, which fails under normal use as a result of a defect in material or workmanship; Cherner Chair Company will repair or replace the aforementioned product, part or component with a comparable, part or component.

This warranty extends only to the original purchaser who acquires new product from Cherner Chair Company or its authorized resellers. Any product, part or component must have been properly maintained in order to be eligible for coverage under this warranty. Any modification to the original product voids the warranty.

The warranty period starts from the date of purchase.

This document inclusively describes all of the warranties given and remedies available with respect to the company's products.

2 Year Warranty – All Cherner Chair products used in non-commercial, residential applications.

Cherner Chair Company makes no claims regarding the suitability of their products for use in commercial applications including but not limited to restaurants, hotels, casinos, business offices, retail establishments, rental properties, etc.

Cherner Chair Company disclaims any other warranty whether express or implied, statutory or otherwise, in relation to these products.

Cherner Chair Company does not warrant natural variations in wood grain or figure or the presence of character marks; changes in wood color due to aging or exposure to light. In addition, Cherner Chair does not warrant for defects or failure resulting from normal wear and tear; the matching of colors, grains, or textures of natural materials including the exact match to cuttings or to swatch cards. Cherner Chair Company does not test nor warrant Customer's Own Material (COM) and other customer-supplied items for manufacturing. Cherner Chair does not warrant products that are exposed to extreme environmental conditions or that have been subject to improper storage.

TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND TO THE EXTENT THEY ARE LEGALLY REQUIRED, ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY.

CHERNER CHAIR COMPANY LLC SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Effective January 1, 2003

Cherner Chair products have not been rated or certified for use in commercial applications by any testing organizations nor have they been specifically designed for such use.