

# PARAGON FURNITURE WARRANTY

## WARRANTY

Paragon Furniture, Inc. (“Paragon”) provides a lifetime structural warranty against defects, for the life of the product\*. Paragon® warrants that each piece of furniture will be free from substantially defective (loss of serviceability) in material and workmanship, given normal use and care, for as long as the original purchaser owns and uses the products. Normal use is defined as the equivalent of a single shift, 40-hour work week.

Subject to the limitations and exclusions herein, Paragon®, at its discretion and as the sole remedy under the Paragon® Limited Lifetime Warranty, reserves the right to inspect, replace or repair a defective product or components with comparable product or components free of charge or at our election give credit up to the invoice price of the product only. Paragon® will not pay labor costs associated with repairs or replacements. All incidental or consequential damages which may arise, including but not limited to lost profits, personal property damage, and third-party liabilities, are hereby expressly excluded. Likewise, Paragon® will not be responsible for any damage to the customer’s property caused by the incompatibility of the product with the customer’s flooring and other customer property.

To the extent permissible, this Warranty is governed by and shall be construed under, the laws of the State of Texas to the original purchaser from an authorized Paragon® dealer and is not assignable.

## LIMITATIONS: USE/CARE

- Warranty is limited to normal single shift use
- Warranty is limited to generally accepted care and maintenance of laminates, hardwoods, textiles, and whiteboard writing surfaces and are dictated by the materials manufacturer and passed on accordingly
- Laminate, whiteboard, and hardwood surfaces are subject to denting, scratching, bowing, staining, and/or gauging as a result of normal use (‘usual wear and tear’)
- Laminate, whiteboard, and hardwood surfaces are subject to scratches caused by abrasion, metal, and/or sharp objects
- Laminate, whiteboard, and hardwood surfaces are subject to discoloration, staining, and/or breakdown of material if exposed to heat or chemicals
- Color and surface variations occurring in plastics, laminates, paints, or other natural materials are inherent to their character and cannot be avoided; therefore, they are not considered defects
- Soft seating foam and/or fabric is subject to stretching, softening and/or flattening as a result of normal use and/or aging
- Paragon® products are not intended or warranted for outdoor use

## WARRANTY PERIOD

- Lifetime warranty on chair/desk/table frames
- Work surfaces defects – 15 years
- A&D READY®, and EMOJI Chairs plastic seat back, plastic seat pan, and plastic components – 15 years

- High use items that include, but not limited to moving and wearing parts such as casters, glides, tablet arms, ganging mechanisms, and plastic and metal accents – 5 years
- MOTIV® seating wood frame – 12 years
- MOTIV® seating foam padding – 5 years
- BLENDER® seating; wood frame and foam padding – 1 year
- Pneumatic desk and chair lifts – 1 year
- Electrical components – 1 year
- Mechanical parts that include, but not limited to drawer and door mechanisms – 1 year
- Whiteboard and hardwood materials – Dictated by the material manufacturer
- Textiles – Dictated by the textile manufacturer
- Electronics that include, but not limited to televisions, and sharing switches – Dictated by the electronic manufacturer

## **WARRANTY EXCLUSIONS**

This Lifetime Limited Warranty does not cover product misuse, abuse, or any cosmetic damage, including but not limited to use of movable parts while brake is engaged. Paragon® is not responsible for damage arising from failure to follow instructions and other guidelines relating to the product's intended use. Paragon® is not responsible for injury or loss caused by or associated with the installation and/or use of product in any manner other than in strict conformance with the instructions set forth in its assembly and installation instructions, technical bulletins and/or product literature. Non-standard parts, custom sized, and/or special color made products are excluded from the Lifetime Limited Warranty. Paragon® must be immediately advised in writing of any personal injury resulting from the use of its products.

In addition, Paragon® does not warrant damages or defects to its products under the following conditions:

- An act of God
- Unauthorized service or repair and unauthorized changes or alterations of the products
- Damage from electrical power problems
- Damage caused by peripherals, hardware, and software
- Usage of parts or components not supplied by Paragon®
- Damage identified as freight carrier or installer related
- Vandalism or from other external sources
- Normal wear and tear which is to be expected during course of ownership
- Appearance, durability, quality, behavior, colorfastness, or any other attribute of Customers Own Material (COM) or any other non-standard Paragon material specified by the customer after application to a Paragon product
- Natural color variations, color fastness, occurring in laminate, plastics, paints, grain, or texture of wood and other covering materials
- Non-compliance with assembly, installation, and maintenance instructions
- Product abuse, negligence, misuse, outdoor use, modifications, or alterations not authorized by Paragon or improper care and maintenance of products
- Incidental or consequential damages such as lost profits, personal property damage, third party liabilities, damage to customer's property, and incompatibility of product with customer's flooring or other customer property
- So-called "ghost" indentions and similar damage caused by the failure to use appropriate writing makers or desk or writing pads

- Abnormal atmospheric or environmental conditions
- Rust caused by natural elements or high exposure to moisture
- Damages to seating products caused by contact with tables, desks, or other surfaces
- Damages caused to work surfaces caused by contact with chairs or other surfaces

All warranty claims are subject to Paragon-approved inspections. Disputes may involve independent 3rd party evaluation.

### **VARIATIONS FROM WEB IMAGES, SAMPLES, OR PRINTED LITERATURE**

Because of the custom nature of Paragon® product, variations can occur over time due to material availability for example. Therefore, Paragon® will not repair or replace furniture because it differs slightly from web images, samples, or other printed depictions.

### **DISCONTINUED PRODUCTS**

Discontinued products will be warranted for a period of two years from the date of discontinuation or five years from the date of purchase, whichever is longer. Paragon® dealers will be notified when Paragon® makes the decision to discontinue product approximately 30 days in advance via a formal notice sent via email to dealers detailing discontinued product and associated items. In the event that replacement components or a comparable item is not available, Paragon shall, at its discretion, rebate the cost of the items on invoice. Value of the invoice amount is subject to MACRS system depreciation rates. \*See IRS GDS depreciation for office furniture and fixtures.

### **MAKING WARRANTY CLAIMS**

Your Paragon® dealer is our mutual partner in supporting warranty requests. All warranty claims must be filed through the Paragon® dealer the product was purchased from. If you are not sure who your dealer is, please contact Paragon® Customer Service at 800-451-8546 or by email at [ServiceRequest@ParagonInc.com](mailto:ServiceRequest@ParagonInc.com).

As a furniture manufacturer, we stand behind our craftsmanship and pledge to do everything we can to resolve any issues you may have within these warranty terms as quickly as possible.

Paragon® has the right to update and change the warranty at any time. Purchase of products from Paragon® shall be subject to Paragon's current warranties which can be found at <http://www.paragoninc.com>.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS TRANSACTION, WARRANTY, OR THE SALE, RE-SALE OR PURCHASE OF ANY PARAGON PRODUCT MAY BE INSTITUTED ONLY AND EXCLUSIVELY IN THE FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS TO THE EXTENT THERE IS DIVERSITY OF CITIZENSHIP BETWEEN THE PARTIES TO THE SUIT OR A FEDERAL QUESTION INVOLVED; OTHERWISE, ANY SUCH LEGAL SUIT, ACTION OR PROCEEDING DESCRIBED ABOVE SHALL BE FILED IN THE STATE COURTS OF THE STATE OF TEXAS IN COLLIN COUNTY. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION, OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION

OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. \*Lifetime is defined as twelve years, the normal matriculation of a student.

#### **CARE & USE INSTRUCTIONS NOTICE**

Furniture should be wiped down with mild soap and water as needed. To prevent structural failures and possible injury, furniture should not be used other than for its intended purpose and should be inspected regularly, at least annually, for the following: (1) loose or missing fasteners such as screws, rivets, or staples, (2) metal fatigue, rust, cracks, or broken welds, (3) any problem that causes instability or tipping, (4) any signs of misuse. Furniture that is damaged or appears to be unstable should immediately be removed from service, reported to the facility manager, and replaced or repaired. Repairs should only be made using factory-authorized parts and methods. For information on furniture maintenance, repair, or to report furniture which requires service, contact the Paragon® dealer the product was purchased from. If you are not sure who your dealer is, please contact Paragon® Customer Service at 800-451-8546 or by email at [ServiceRequest@ParagonInc.com](mailto:ServiceRequest@ParagonInc.com). Paragon® toll-free at 800-451-8546.