

## Limited Lifetime Warranty

Hirsh Industries, LLC (Hirsh) warrants, to the original purchasers of its Products only, that the Products will be free from defects in material and workmanship for as long as the original purchaser owns and possesses the Products. Subject to the terms and conditions of this Limited Lifetime Warranty, Hirsh will, at its option, repair or replace any Hirsh Product that is shown, in normal use, to be defective in material or workmanship.

### EXCEPTIONS AND LIMITATIONS TO THE LIFETIME WARRANTY

#### **12 YEARS**

- Laminated surfaces, casters

#### **5 YEARS**

- Seating textiles

### EXCLUSIONS

This Limited Lifetime Warranty does not cover:

- Defects or damage due to accident, abuse, misuse, unauthorized repair, extreme environmental condition or failure to the use Products for the purpose and under conditions for which they were intended
- Variations in color, color-fastness, or texture of materials
- Normal wear and tear attributable to use of the Products
- Products not installed or used in compliance with Hirsh instructions, recommendations, or warnings, including failure to follow Hirsh care and cleaning instructions
- Damage attributable to accessories, attachments, modifications or alterations not authorized or recommended by Hirsh
- Damage resulting from shipment or handling, other than damage attributable to shipping and handling by a carrier selected by Hirsh
- Products sold or used outside the United States, United States territories and Canada

### LIMITATIONS

Unless otherwise provided by applicable law, Hirsh's liability and obligation, if any, for any defective Product shall be limited to repair or replacement of the Product, at Hirsh's option, and Hirsh shall not be liable for any damages, whether direct, indirect, incidental, consequential, special or otherwise (including, without limitation, damages for inconvenience or loss of use, revenue, profits or data) because of Products defects. Hirsh will be responsible for its own, or its service contractor's, labor and material expenses required to repair a Product under warranty, but will not be responsible for any labor charges resulting from the installation or removal of the existing or replacement Product.

EXCEPT AS STATED HEREIN, HIRSH MAKES NO OTHER EXPRESS WARRANTY.

The following statement applies to Products used in commercial/institutional applications only: ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.

The following statements apply to Products used in consumer applications only: ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LENGTH OF THIS WARRANTY. Some states do not allow limitations on how long an implied warranty lasts or 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 also have other rights which vary from state to state or jurisdiction to jurisdiction.

Hirsh neither makes or assumes and does not authorize any other person, including any dealer of Hirsh Products, to make or assume any obligation or liability in connection with any of its Products other than as covered by this Limited Lifetime Warranty.

### OBTAINING WARRANTY SERVICE

To obtain service under this Limited Lifetime Warranty, the original purchaser must do the following:

- Within 30 days after discovery of the defect, contact the dealer from whom the Product was purchased.
- Provide verification satisfactory to the dealer and Hirsh that the warranty claim is being made by the original purchaser of the Product.
- Return or, if requested, permit inspection of, the Product.
- Provide proof satisfactory to the dealer and Hirsh of the date of purchase, if the warranty claim is for Laminated Surfaces or Textiles.

After review of all pertinent information, the dealer will contact Hirsh. Hirsh will determine the application of this Limited Lifetime Warranty to the defect and determine whether to repair or replace the defective Product. All shipping costs of defective Products to Hirsh or its distributors, dealers or contractors are the responsibility of the original purchaser. If the Product returned is found to be covered by this Limited Lifetime Warranty, return shipping charges for Products or components under warranty will be paid by Hirsh.

