

WARRANTY

Paragon Furniture, Inc. (“Paragon”) provides a lifetime structural warranty against defects. Paragon® warrants that each piece of furniture will be free from defects 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.

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
- Soft seating foam is subject to softening and/or flattening as a result of normal use and/or aging

LIMITATIONS: MATERIALS/COMPONENTS

- Work surfaces defects – 15 years
- A&D Highlight, A&D READY®, and EMOJI Chairs plastic seat back, plastic seat pan, and plastic components – 15 years
- A&D Crossfit MOTION™ Sit-to-Stand Desk – 10 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. 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, 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
- Damages to seating products caused by contact with tables, desks, 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.

MAKING WARRANTY CLAIMS

Follow these procedures to process warranty issues:

1. Contact Paragon Customer Service (800.451.8546) and provide them with the purchase order number or acknowledgement number and a detailed description of the warranty issue.
2. Customer Service will determine and pre-approve all resolutions to the claim such as replacements, parts, and labor charges.
3. Any unauthorized charges will not be the responsibility of Paragon®.

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.

CHANGE ORDERS & CANCELLATION POLICY

Paragon Furniture custom-builds products per customer's specifications. As such, changes or cancellations of orders must be per-approved by Paragon Furniture and be presented to Paragon® no less than 14 business days prior to delivery. Change or cancellation requests made less than 14 business days prior to delivery will not be granted. Authorized returns will be subject to a thirty percent (30%) cancellation/change fee, plus any freight charges incurred. Products that have been unpacked, assembled and/or used will not be authorized for return.

PRODUCT RETURNS

Products produced by Paragon Furniture, Inc. to customer specification will not be accepted for return if ordered incorrectly. Paragon® will issue a Return Authorizations at its discretion for products or parts deemed defective. Merchandise received by Paragon Furniture without a valid return authorization will not be accepted by our shipping department. A return authorization can be provided by calling Paragon Customer Care at 800.451.8546.

ON-TIME DELIVERY

No minimum order requirements. The Paragon team provides on-time delivery using a variety of shipping options for your budget.

SHIPMENT DELAYS

If, following Paragon Furniture's acknowledgment of partner's purchase order, partner requests a delay in shipment for any period greater than one (1) day from the scheduled ship date, customer shall be responsible for the payment of the following storage fees: Orders less than a full trailer (11 pallets or 24 feet or less): \$5.00 per day per pallet. Full trailer: \$60.00 per day per trailer. Any long-term storage (i.e. storage outside standard shipping and installation storage) must be climate controlled. Temperature must range between 60 - 80 degrees Fahrenheit and humidity must be controlled between 45 and 65 percent relative humidity.