

NUCHAIR LIMITED WARRANTY

NuChair, Inc. (NuChair) wants to build long and sustainable relationships with our customers based on quality and trust. We use NuChair every day, and we want your experience with NuChair to be as good as ours. We believe that your satisfaction is directly related to our sustainability and success.

NuChair warrants its products to be free from defects in materials and workmanship, under normal use, for one year from the date of delivery. (Additional warranty years are covered further down in this document.) These warranties are based on conditions of normal use. If problems occur during the stated timeline, NuChair will review each incidence and determine whether or not a repair or replacement is qualified. NuChair will repair or, at its option, replace any defective component while the product is on the market. Such repair or replacement is the exclusive remedy available from NuChair, and NuChair is not responsible for damages of any kind in contract or in tort, including INCIDENTAL AND CONSEQUENTIAL DAMAGES resulting from any breach of warranty. EXCEPT FOR THE EXPRESS WARRANTIES DESCRIBED HEREIN, NuChair SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO ITS GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Repairs and replacements will be free of charge on all qualified products, and shipping may be the responsibility of customer as determined by NuChair. Please note all fabrics are covered to the extent of fabric manufacturer's warranty. Proof of purchase by the Original Purchaser is necessary for all warranty claims.

Certain NuChair components may be warranted by the component Manufacturer for up to five years on an annual declining basis. These warranties will become effective after the first year of warranty covered by NuChair. Please contact NuChair about individual instances. We will determine if such components may be covered, and will enquire to the Manufacturer if we determine that the component may be covered. Final determination will be made by the manufacturer, and such determination will be deemed final.

NuChair's warranties shall not be enlarged in scope or extended in duration and no obligation or liability shall arise by NuChair's repair or replacement of any component or surface. Repair or replacement of any component or surface is not warranted beyond the original warranty period of the original defective component or surface.

NuChair's products, unless explicitly indicated otherwise, are intended for indoor use in a climate controlled environment. Damages due to weather, outdoor conditions, or harsh indoor conditions are not warranted. Repairs or replacements to any component or the surface required by normal wear, "tipping" or falling over of furniture, neglect, abuse, accident, vandalism, use of products for other than the intended purpose, and acts of nature or God are not warranted. Components that have been exposed to and altered due to fire or objects with temperatures above 100 degrees Fahrenheit are not warranted. Components that have been exposed to excessive humidity or salt air are not warranted. Components that have been altered or disassembled are not warranted.

This warranty does not cover color change or finish/coating degradation including, but not limited to, fading due to weathering, humidity, salt air, and sun exposure; tears, cuts, scratches,

or any like damage due to misuse; discoloration from any source, including, but not limited to, dyes from clothing materials such as raw denim; spotting, rust, or local discoloration due to contact with materials such as but not limited to liquids that penetrate the finish of the components; use that leads to a compromised exterior finish, making materials subject to corrosion. Color matches on replacement parts are not guaranteed or warranted. Furniture that has been exposed to anything specifically mentioned in this warranty or anything known to a craftsperson of reasonable fluency in the material in question to produce local or global discoloration may experience color changes.

Inserts and hardware are warranted for the term of the Original Purchaser's warranty.

Hardware and any other components exposed to saltwater conditions or other extreme conditions, as compared to normal indoor office use, are not warranted.

NuChair has the right to decline warranty coverage on furniture or other NuChair products due to improper or unauthorized assembly.

This Warranty is void if repairs have been made or attempted by others not affiliated with or authorized by NuChair, Inc. NuChair has the right to decline reimbursement for labor, shipping, transportation, and assembly costs for warranty replacement or repairs.

Any and all abnormal use of NuChair products voids the warranty.

To the extent permitted by Law, the parties hereby agree to waive any provision of Law that conflicts with any provision hereof or renders any provision hereof ineffective or unenforceable in any respect. If you have any other questions or needs pertaining to our warranty, please call or email us.