



### **Limited Warranties**

Subject to the time periods and other limitations set forth below, Standard Furniture Manufacturing Company, Inc. (herein “Standard”) warrants to the first party purchasing from Standard (herein the “reseller”) the below listed Standard products that such products, and the component parts of such products as listed below, will be free from material manufacturing defects, or Standard will, at its option, repair, replace or refund the purchase price for any such product or component part of any such product.

**Wooden Frames Used in Upholstered Products – Limited Lifetime Warranty** – Standard warrants that wooden frames used in upholstered products will be free from material manufacturing defects for a limited lifetime warranty period. Lifetime means the normal useful life of the product from the date of purchase by the reseller, but after one year from the date of purchase by the reseller this wooden frame limited warranty covers replacement parts only, and reseller shall be responsible for all labor, packing, shipping and transportation costs.

**Spring Systems Used in Upholstered Products – 5 Year Limited Warranty** – Standard warrants that spring systems used in upholstered products will be free from material manufacturing defects for a 5 year limited warranty period from the date of purchase by the reseller, but after one year from the date of purchase by the reseller this spring system limited warranty covers replacement parts only, and the reseller shall be responsible for all labor, packing, shipping and transportation costs. This spring system limited warranty is further limited such that it shall only apply to spring breakage caused by metal fatigue or spring clips pulling loose from the frame.

**Reclining Mechanisms Used in Upholstered Products – 3 Year Limited Warranty** – Standard warrants that reclining mechanisms used in reclining upholstered products will be free from material manufacturing defects for a 3 year limited warranty period from the date of purchase by the reseller, but after one year from the date of purchase by the reseller this reclining mechanism limited warranty covers replacement parts only, and the reseller shall be responsible for all labor, packing, shipping and transportation costs.

**Cushioning – 1 Year Limited Warranty** – Standard warrants that all cushioning will be free from material manufacturing defects for a 1 year limited warranty period from the date of purchase by the reseller. This cushioning limited warranty is further limited as follows. All seat cushion cores will soften with normal use and will conform to the shape of the user, which shall be considered normal wear and shall not be considered a loss of resiliency or a material manufacturing defect. With respect to a cushion core in a seat cushion which is attached to the product, this cushioning limited warranty is limited to repair or replacement of the cushion core only, and shall not apply to the product to which the cushion is attached or any other component part of such product.

**Leather – 1 Year Limited Warranty** – Standard warrants that all leather will be free from material manufacturing defects for a 1 year limited warranty from the date of purchase by the reseller. This leather limited warranty is further limited as follows. This leather limited warranty is further limited such that it shall only apply to material manufacturing defects in seam slippage, cracking and dye transfers. Leather is a natural product and, as such, each hide will reflect its own individual characteristics and variations of shade and tone are to be expected, as are nicks, scratches and wrinkles; and none of these characteristics are in any way to be considered a defect.

**Upholstered Fabric – 1 Year Limited Warranty** – Standard warrants that all upholstered fabric will be free from material manufacturing defects for a 1 year limited warranty period from the date of purchase by the reseller. This upholstered fabric limited warranty is further limited as follows. This upholstered fabric limited warranty is further limited such that it shall only apply to material manufacturing defects in seam slippage, fraying and dye transfers. As applicable to velvets, velvet types, or Orlon, this upholstered fabric limited warranty is further limited such that it shall only apply to material manufacturing defects in seam slippage. These fabrics (velvets, velvet types and Orlon) are by their very nature of a soft texture and will crush, shade and mark more readily than most fabrics; and none of these characteristics are in any way to be considered a material manufacturing defect. This upholstered fabric limited warranty does not cover tears, flattening of nap, pilling, fading or shrinking and, without limiting the generality of the other limitations set forth herein, is not valid if caused by soiling or abuse. This upholstered fabric limited warranty is further limited such that it shall not apply to any protective finishes.

**Casegoods – 1 Year Limited Warranty** – Standard warrants that all casegoods will be free from material manufacturing defects for a 1 year limited warranty from the date of purchase by the reseller.

**Accessories – 1 Year Limited Warranty** – Standard warrants that all accessories will be free from material manufacturing defects for a 1 year limited warranty from the date of purchase by the reseller.



**All Other Furniture Products and Component Parts of Products – 1 Year Limited Warranty** – Standard warrants that all other furniture products and component parts of products, including, but not limited to, electronic components, will be free from material manufacturing defects for a 1 year limited warranty from the date of purchase by the reseller.

The decision as to whether to repair or replace the product or component part, or to refund the purchase price, is in the sole and absolute discretion of Standard. In the event Standard elects to refund the purchase price, Standard, at its option, may require the original item to be returned to Standard or its authorized reseller prior to a refund being made. With respect to the remedy of repair or replacement, if identical materials or products are unavailable at the time of repair or replacement, Standard reserves the right to substitute materials or products of equal or better quality. Replacement fabrics may vary in color from the original.

The limited warranties provided for herein are given to the reseller and are non-transferable. Any item repaired or replaced under the limited warranties provided for herein will be covered by such limited warranties for the remainder of the original warranty period only, and such limited warranties shall not be extended as a result of such repair or replacement. The remedies available under the limited warranties provided for herein do not extend to any person or entity that purchases or rents the item in question from the reseller, but the remedies will remain available to the reseller for the entire limited warranty period specified herein.

#### **ADDITIONAL WARRANTY LIMITATIONS, EXCLUSIONS AND DISCLAIMERS**

The limited warranties provided for herein do not cover damage to Standard products or component parts that is not caused by a material manufacturing defect. The type of damage not covered by the limited warranties provided for herein includes, but is not limited to, damage caused by normal wear and tear, soiling, misuse, abuse, improper storage, installation, accidents, improper, unapproved or inadequate maintenance or cleaning, chemical treatments or protective coatings applied by any person or entity other than Standard, improper repair or alteration, accidents, trauma, fire, catastrophe, humidity, any liquid (including, but not limited to, alcohol and water), fading or other damages resulting from exposure to sunlight or damage caused during transportation or shipping.

The limited warranties provided for herein cover only normal household usage and, without expanding on such limitation to normal household usage, these limited warranties do not apply to (i) any product that was used as a floor sample or display model, (ii) any product that is purchased “as is” or second hand, (iii) any product purchased at a distress sale or going out of business sale, (iv) any product purchased from a liquidator, or (v) any products that have been altered by any person or any reseller, dealer, retailer, or other entity without the express written authorization of Standard.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IF APPLICABLE LAW PROHIBITS THE DISCLAIMER OF ANY SUCH WARRANTY, THEN SUCH WARRANTY SHALL NOT BE DISCLAIMED, BUT SUCH WARRANTY SHALL BE LIMITED TO THE DURATION OF THE EXPRESS LIMITED WARRANTY AS SET FORTH ABOVE. THE WARRANTIES AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. NO REPRESENTATIVE OF STANDARD OR ANY OTHER PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY OTHER WARRANTIES ON BEHALF OF STANDARD OR ANY CHANGES OR MODIFICATIONS TO THIS LIMITED WARRANTY.

SOME RESELLERS OFFER EXTENDED OR ADDITIONAL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, EXTENDED OR ADDITIONAL FABRIC WARRANTIES, EITHER FROM THE RESELLER OR THROUGH A THIRD-PARTY. STANDARD SHALL NOT BE LIABLE UNDER ANY EXTENDED OR ADDITIONAL WARRANTIES OFFERED BY ANY RESELLER OR THROUGH ANY THIRD-PARTIES.

EXCEPT TO THE EXTENT SUCH DAMAGES CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, STANDARD DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INCONVENIENCE, LOSS OR DAMAGE TO PERSONAL PROPERTY OR ANY OTHER LOSS, WHETHER DIRECT OR INDIRECT, AND WHETHER ARISING IN CONTRACT OR TORT. IN NO EVENT SHALL STANDARD’S RESPONSIBILITY EXCEED THE PURCHASE PRICE OF THE ITEM IN QUESTION.

#### **Claim Procedure**

To make a warranty claim, the reseller should contact a Standard customer service representative and furnish a copy of such reseller’s proof of purchase, including the date of purchase and delivery, the make and model, and an explanation of the basis for the warranty claim. Standard will thereafter evaluate the claim and either provide one of the remedies available under this limited warranty or deny the claim. For more information regarding this warranty, please contact Standard at – Address: 801 Highway 31 South, Bay Minette, AL 36507, Attention: Customer Service – Warranty; Phone: 251-937-6741; Email: [customer-care@sfmco.com](mailto:customer-care@sfmco.com).