

## **This Warranty Covers:**

- Defects in materials and workmanship for a period of two years, given normal use and care.
- During the warranty period, Bryan Ashley will repair or replace, at its discretion without charge, any product or part thereof which fails as the result of such defect.
- The warranty period begins on the date of delivery, whether delivered directly to the property or to a warehouse.
- This Limited Product Warranty applies only to the original purchaser of the product.

# **This Warranty Does Not Cover:**

## Wood/Wood Veneer

- Natural variations in color, grain, or texture of wood and veneers including variations resulting from exposure to sunlight over time. Wood natural marks such as bird pecks, sound knots, wormholes, gum streaks, sapwood, burl, unsound knots, mineral streaks, and heartwood are considered part of nature and are acceptable in the furniture industry.
- Natural cracking, splitting, and deformation in solid wood due to changes in humidity.
- Veneer or painted tops without glass protection.
- Damage due to misuse, negligence, improper cleaning, humidity, or user modification.
- Damage caused by cleaning agents. Please refer to the Bryan Ashley Use and Care Manual, available at bryanashley.com.

## Natural Stone

- Staining, etching, pitting, discoloration, scratching, natural cracks, or variations in colors, patterns, texture, and veining. Natural stone materials also require periodical sealing by a professional stone company.
- Damage due to misuse, negligence, improper cleaning, humidity, or user modification.
- Damage caused by cleaning agents. Please refer to the Bryan Ashley Use and Care Manual, available at bryanashley.com.

# Solid Surface

- Conditions such as scratches, stains, water spots, and burns.
- Solid surface products are designed for interior use. Exposure to direct sunlight may cause fading and discoloration.
- Damage caused by cleaning agents. Please refer to the Bryan Ashley Use and Care Manual, available at <u>bryanashley.com</u>.

## Customer's Own Material/Leather (COM/COL)

 Appearance, durability, quality, performance, colorfastness, dye lot variation, and all other characteristics of textiles are excluded from this Limited Product Warranty. Please contact the original textile manufacturer.

#### <u>Other</u>

- Normal aging and wear.
- Damage caused by a transportation company.
- Labor and service.

Bryan Ashley assumes no responsibility for repairs to, or replacement of, product sustaining damage resulting from user modifications; attachment of third party products; misuse; abuse; improper installation; alteration; or negligent use. Damage resulting from unauthorized repair or improper maintenance, including but not limited to use of harsh furniture cleaning agents, water and floor cleaning mixtures, and any other chemicals affecting the finish or product structure are also not covered under this Limited Product Warranty.

## **Product Design:**

Bryan Ashley reserves the right to make non-aesthetic alterations to the construction of products to meet the desired application and function for use in the customer's proposed project.

## **Limitation of Liability:**

THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Under no circumstances, including but not limited to breach of contract, breach of warranty, or negligence, shall Bryan Ashley be liable for lost profits, loss of goodwill, stored data, general, special, consequential, or exemplary damages, even if Bryan Ashley had notice of these damages or they were foreseeable. Bryan Ashley shall not be liable for indirect, consequential, or incidental damages arising from any product defect. Bryan Ashley shall not be responsible for verifying the customer's description of needs, data, or the fitness for a particular purpose of goods. Bryan Ashley's liability in all cases shall be, in Bryan Ashley's sole discretion, limited to repair or replacement of the defective parts or the purchase price of the product. Damages resulting from user modifications, attachments to a product, misuse, abuse, alteration, negligent use, accidents, improper or lack of maintenance, and damage in transportation are not covered under, and may void, this Limited Product Warranty.

This Limited Product Warranty is applicable only to those products actually manufactured by Bryan Ashley. On products furnished by Bryan Ashley, but with components or equipment manufactured by others, including, but not limited to, foam, mechanisms, casters, and textiles, the written warranty, if any, of the manufacturer is assigned to the purchaser.

This Limited Product Warranty gives you specific legal rights, and you may have other rights that vary from state to state. Some states do not allow the exclusion of implied warranties or the limitation of damages, so the above exclusions and limitations may not apply to you.

You may also view this Limited Product Warranty at bryanashley.com.