

## LIMITED LIFETIME WARRANTY

Fleetwood Group Inc. ("Fleetwood") warrants that Fleetwood® brand products are free from defects in materials and workmanship for the life of the product, except as set forth below. This warranty applies to Fleetwood Branded Products delivered in the United States and U.S. territories. The warranty is valid from the date of delivery to the original End User and is non-transferable. Fleetwood® will repair or replace with comparable product, at its option and free of charge (for materials and components) any product, part or component which fails under normal use. If repair or replacement is not commercially practicable, Fleetwood® will provide a refund or credit for the affected product. End User means the final purchaser acquiring a product from Fleetwood® or a Fleetwood® Authorized Reseller for the purchaser's own use and not for resale, remarketing or distribution.

### EXCEPTIONS TO THE LIMITED LIFETIME COVERAGE

12 years: Laminate, solid surfaces, natural wood tops, casters, glides, levelers, hinges, drawer slides, locks, Rock™ seating surface and mechanism, Flip-N-Nest mechanism, Learning Wall white boards

5 years: plastic trays and plastic rails

3 years: Electrical components, pneumatic cylinders, soft close hinges

### WARRANTY DOES NOT APPLY TO PRODUCT DEFECTS, DAMAGE, FAILURE OR LOSS RESULTING FROM:

- Normal wear and tear (including but not limited to scratching of epoxy tops, maple block tops and phenolic tops, and ghosting on white board desks, tables and Pages™, and puncturing of the Rock™ seating surface.)
- Failure to apply, install, reconfigure, or maintain products according to published Fleetwood or manufacturer instructions and guidelines.
- Abuse, misuse, or accident (including, without limitation, use or storage of product in unsuitable environments or conditions).
- Unauthorized alteration or modification of the product.
- The substitution of any unauthorized non-Fleetwood components for use in the place of Fleetwood components.

### WARRANTY DOES NOT COVER:

- Products considered by Fleetwood® to be consumables; (Pages™ white boards).
- Variations occurring in surface materials (e.g., colorfastness, matching grains, textures and colors across dissimilar substrates and lots), and natural aging found in materials such as wood.
- Any non-standard products that were explicitly excluded from warranty coverage and captured in writing on the quote.

### WARRANTY PROVIDES EXCLUSIVE REMEDIES:

- Pursuant to this limited warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, Fleetwood® will (i) repair or, at Fleetwood®'s option, replace the affected product at no charge, with a new or refurbished product of comparable function, performance and quality or (ii) refund or credit of the purchase price for the affected product, at Fleetwood®'s discretion, if Fleetwood® determines that repair or replacement is not commercially practicable or cannot be timely made.
- A product "defect" means an inadequacy in the materials or workmanship of the product that (i) existed at the time when you received the product from Fleetwood® or a Fleetwood® Authorized Reseller and (ii) causes a failure of the product to perform under ordinary use in accordance with the materials and documentation for the product.
- An "ordinary use" means use of the product (i) in conformance with all applicable local, state or federal laws, codes and regulations (including without limitation building and/or electrical codes) and (ii) in accordance with manufacturer recommendations and/or instructions in the materials and documentation for the product.

## ■ LIMITED LIFETIME WARRANTY (continued)

- A “Fleetwood® Authorized Reseller” means any dealer that (i) is duly authorized by Fleetwood® to sell the product, (ii) is legally permitted to conduct business in the jurisdiction where the product is sold, and (iii) sells the product new and in its original packaging.
- Replacement parts are covered for the balance of the original product warranty.

Fleetwood® reserves the right to request that the damaged product be returned prior to granting a remedy.

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. FLEETWOOD® SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.