

## ALUMNI CLASSROOM FURNITURE INC.

15 Year Warranty & Limitation of Liability LIMITED WARRANTY. ALUMNI Classroom Furniture Inc. ("ALUMNI") warrants all steel fabricated components of its frames to be free from defects in materials and workmanship under normal use, service, and handling for a Fifteen(15) year period as defined below from the date of purchase. Fifteen(15) Year Limited Warranty is considered to be the held with the original purchaser only and is validated with a proof of purchase. Laminated tops are covered for a two (2) year period against defect causing delaminating. Moving mechanisms are warranted for five (5) years against manufacturer defect. Regular maintenance and lubrication is required for moving mechanisms. Seat mechanisms and seats are warranted for five (5) years against manufacture defect. In the case of customers determined to be rental companies, the customer's warranty will exist for one (1) year. These warranties will not include damages as a result of abuse, misuse, vandalism, unauthorized repairs or modifications, defacement, inadequate inspection or maintenance, neglect, accident, improper application, prolonged exposure to extreme temperature or improper use. Neither the receipt of information from Buyer nor delivery by Seller of the Products shall in any manner imply a warranty on the part of Seller that the Products will be suitable for the purposes disclosed by Buyer nor any other obligation or liability on the part of Seller respecting the suitability of the Products. ALUMNI at its sole discretion and subject to a pro-ration of use as determined by ALUMNI will repair or replace the product, or provide the customer a credit for the value of the product subject to the warranty within a reasonable time following the receipt by ALUMNI of such notice of defect.

There are no warranties which extend beyond the description above, and ALUMNI makes no other warranties, expressed or implied, regarding its products, their fitness for any particular purpose, their merchantability, or otherwise. ALUMNI does not make and hereby expressly disclaims any other representation, affirmation, promise, description, sample or warranty of any kind with respect to the product.

The sole remedy against ALUMNI, and ALUMNI's sole liability under this warranty shall be limited to the repair or replacement of the product, in ALUMNI's sole discretion. In no event shall ALUMNI be liable for the cost of procurement of substitute goods by the consumer, or any special, consequential or incidental damages for the breach of warranty even if ALUMNI has been apprised as to the likelihood of such damages occurring. In no such event shall ALUMNI's liability (whether based on an action or claim in contract, tort, or otherwise) to the customer or any part arising out of or relating to its products or the order or delivery of its products to exceed the purchase price charged by ALUMNI for such products. These limitations and exclusions will apply regardless of the form of action, including misrepresentation, negligence or gross negligence.



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