



Statement of Limited Warranty

Subject to the limitations set forth below, Solace Healthcare Furniture (SHCF) warrants to the original purchaser and subject to the limitations stated herein that, all merchandise manufactured by SHCF shall be free of defects in material and workmanship for a period of **FIVE (5) YEARS**. Electrical components if applicable, shall carry a **FIVE (5) YEAR** warranty.

All warranty periods are effective as of the product's original shipping date from SHCF to the original purchaser.

During the applicable warranty period, SHCF will repair or replace, at SHCF sole discretion, defective products free of charge.

To request warranty service, the original purchaser must send a detailed description of the specific defect as well as the date the product was purchased, the original purchase invoice number (or other documentation that establishes proof of purchase) to the dealer/sales rep.

The **FIVE YEAR** warranty applies to the following:

- A) All moving and non moving components within SHCF manufactured chairs, tables, recliners, sofas, and sleepers including the non-electrical mechanisms included with any such product.
- B) The structural components comprising SHCF manufactured products including arms, seats, back rest, and foot rest construction.
- C) All parts and labor required for the repair or replacement of covered parts/components.
- D) All electric motors, transformers, switches, wiring, and any additional electrical components within an SHCF manufactured product.
- E) Stitching/workmanship of the fabric is the **ONLY** part of the fabric that is covered.

This Statement of Limited Warranty **DOES NOT** apply to the following:

- A) Damages to SHCF products caused by purchaser's transfer, storage, handling, maintenance, accident, modifications, alterations, or repair/service to a product performed by anyone other than SHCF personnel.
- B) Damages caused by purchaser's installation of an SHCF product in a manner not in accordance with either SHCF recommended installation instructions or standard industry procedure.
- C) Damages caused by patient abuse, misuse and/or negligence of or with respect to the SHCF product.
- D) Damages caused to an SHCF product in purchaser's possession due to fire, flood, excessive corrosion, acts of God, war or terrorism.
- E) Damages to an SHCF product's wood finishes caused by impact and/or abrasion.
- F) Covering materials and fabrics incorporated into or on an SHCF product (with exception of stitching as stated above).
- G) Damages caused to an SHCF product by chemical agents or solvents.
- H) Damages sustained during transit to any SHCF product that were **NOT** noted by the purchaser on the original bill of lading at the time of delivery.
- I) Changes in color to an SHCF product cause by excessive sunlight or intense lighting.



No other person or entity is authorized to make or express any warranty, promise, and affirmation of fact or assume any other liability on behalf of SHCF in connection with its products except, as specifically set forth in the warranty. SHCF does not make any warranties other than those included within this Statement of Limited Warranty.

TO THE EXTENT PERMITTED BY LAW, SHCF HEREBY DISCLAIMS ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF ANY IMPLIED WARRANTY ARISES UNDER STATE LAW, ANY AND ALL IMPLIED WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY, TO THE EXTENT ALLOWED BY LAW. IN NO EVENT SHALL SHCF HAVE ANY OTHER LIABILITY OR ANY MONETARY LIABILITY TO BUYER IN EXCESS OF THE PURCHASE PRICE OF SHCF PRODUCTS. SHCF EXCLUDES AND WILL NOT BE LIABLE FOR OR PAY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER SHCF WARRANTIES. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PURCHASER.

The language withing this Statement of Limited Warranty shall be construed according to the laws of the State of North Carolina without regard to its choice of law provisions. The parties acknowledge the exclusive jurisdiction of the federal and state courts of the State of North Carolina. Any claims or disputes under this Statement of Limited Warranty shall be heard exclusively in any state or federal courts sitting in Davidson County, North Carolina, and both parties expressly consent to the personal jurisdiction and venue of the North Carolina state and federal courts for such actions. For any assistance, questions, or comments, please contact SHCF Customer Service at (336) 884-0046.

Signed: _____ Title: _____

Date: _____ WO#: _____ PO#: _____

Solace Healthcare Furniture, LLC
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