

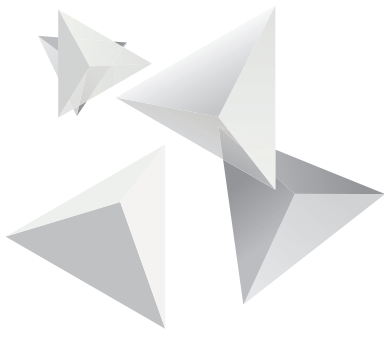
## INTERSTUHL LIMITED WARRANTY FOR NORTH AMERICA

Interstuhl warrants to the original purchaser that the products described in the Price List, sold after January 1st, 2014, will be free from defects in materials and workmanship when used in a single shift (standard 8 hour day, 5 days per week) for the following warranty period:

### 12-YEAR WARRANTY COVERAGE

#### THE FOLLOWING EXCEPTIONS APPLY TO ALL PRODUCTS

- Damage caused by improper treatment of the product, including exposure to unusual environmental conditions (extreme climates, acids, moisture, etc.)
- 5 Year Warranty Coverage for Mechanism
- 3 Year Warranty Coverage for Foam upholstery Fabric and Mesh
- COM/COL textiles
- User modifications of or attachments to the product
- Products or parts not used, maintained or installed in accordance with the companies installation, maintenance and/or applicable guidelines
- Products that are exposed to extreme environmental conditions or have been subject of improper storage
- Products are abuse or misuse
- Floor samples or display samples
- Product purchased as second hand or soled buy from unauthorized dealer
- Minor variation of colour in textiles
- Minor irregularities of colour, surface, grain and texture
- Creasing and/or gathering of textiles during upholstery application process
- Variations of texture and natural markings such as neck wrinkles, scratches, backbone marks and stretch marks in leather
- Colour matching of textiles exactly of samples swatches or prior purchases



## APPLICABLE PROVISIONS TO ALL PRODUCTS AND SERVICES

Interstuhl will repair, or at its option, replace, defective original merchandise, free of charge, which, when used normally and pursuant to Interstuhl's published instructions, and applicable assembling and/or instruction information, prove to be defective within the period stated. If requested by the Company, the original purchaser must return the part or product with freight or other shipping charges prepaid.

This warranty shall be effective for the applicable time period beginning from the date of purchase as shown on original purchaser's invoice.

For Products purchased on or after January 1st 2014, the Company shall pay for all labour costs pre approved by Interstuhl. The payment of such pre approved labour costs will be made to the responsible Company.

Interstuhl's liability with respect to its products shall not exceed what is expressly set forth above irrespective of the theory upon which a claim might be based, including negligence. Under no circumstance shall Interstuhl be liable for incidental or consequential damages. Original product label must be attached to the product in question. The warranty period is not interrupted or prolonged by the performance of a service under the terms of the warranty. There are no other warranties except as expressly set forth above, either express or implied, including any warranty of design, merchantability or fitness for any purpose. Any modifications to our products made by the purchaser, purchaser's employee or agents, voids this warranty.

This warranty is the customer's sole remedy for product defects. No other expressed or implied warranty is provided. Interstuhl is not responsible for any consequential, economic or incidental damages arising from any product defect. This warranty supersedes all previously printed Interstuhl warranties.

## GENERAL REMARKS

Seller warrants to Buyer that (a) the Product is of the quality set forth in Seller's published specifications, if any, or, as may be otherwise stated in writing in this Contract, and (b) the title conveyed is good and the Product is free from any security interest, lien or encumbrance (other than in favor of Seller for the unpaid balance of all amounts due Seller from Buyer with respect to the Product). Such warranties extend only to Buyer. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING SENTENCE,

SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY THAT THE PRODUCT SOLD HEREUNDER IS NON-INFRINGEMENT, IS OF MERCHANTABILITY QUALITY, OR THAT THE PRODUCT SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE.

SELLER SHALL NOT BE LIABLE TO BUYER OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, ECONOMIC, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT, THIS CONTRACT OR ANY BREACH OF THIS CONTRACT INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR ANY LOSS OR DAMAGE RESULTING FROM THE USE OF THE PRODUCT IN BUYER'S MANUFACTURING PROCESSES.

IF THE PRODUCT DOES NOT CONFORM TO THE WARRANTIES SET FORTH IN THIS SECTION, OR IF BUYER MAKES ANY OTHER CLAIM OF ANY SORT WHATSOEVER, INCLUDING THE CLAIMS SET FORTH ABOVE, AGAINST SELLER, BUYER'S EXCLUSIVE REMEDY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT, OR, AT SELLER'S OPTION, REPAYMENT OF THE PURCHASE PRICE PAID BY BUYER. Any Product supplied by Seller hereunder to replace Product shall be deemed supplied to Buyer subject to all of the terms and conditions of this Contract, including, without limitation, those concerning warranties, limitation of liability, remedies and damages, to the same extent as the Product. In the event Seller agrees to replace any Product or agrees to repay to Buyer the purchase price of any Product supplied by Seller to Buyer under this Contract pursuant to this portion of this Contract, Buyer agrees that it shall take reasonable steps, at Seller's written request, to return to Seller (at Seller's expense) the product for which replacement or repayment is sought.

SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR ADEQUACY OF INFORMATION FURNISHED TO BUYER CONCERNING THE PHYSICAL CHARACTERISTICS OF, AND PROTECTIVE MEASURES TO BE TAKEN REGARDING THE PRODUCT. SELLER SHALL NOT BE LIABLE FOR ANY ERROR OR OMISSION IN THE PREPARATION OF SUCH INFORMATION. SELLER SHALL NOT BE LIABLE TO BUYER, BUYER'S EMPLOYEES OR ANYONE IN CONNECTION WITH THE ACCURACY, ADEQUACY OR FURNISHING OF SUCH INFORMATION.

