

# GRAND RAPIDS CHAIR COMPANY LIMITED WARRANTY

## I. DEFINITIONS

**Defect:** A product defect means an inadequacy in the materials or finish of the product that either existed at the time the product was received or causes a failure of the product to perform under ordinary use.

**Workmanship:** Workmanship is the degree of skill with which a product is made or a job done. Workmanship includes quality of paint or stain finish, top coat application, upholstery, and quality of weld joints.

**Structural Integrity:** : The structural integrity is the ability of the product to safely function when in use as it was originally intended.

**Wrong Product:** If we make an order entry or production error and send you the wrong product, we will replace with the correct item.

## II. LIMITED WARRANTIES

Subject to the limitations and conditions set forth below, Grand Rapids Chair Company (Seller) provides the following limited warranties for its products:

### INDOOR SEATING

- Steel Seating: 1 year free from finish defects and workmanship failures; 10 years structural integrity in the frame.
- Aluminum Seating: 1 year free from finish defects and workmanship failures; 10 years structural integrity in the frame.
- Wood Seating: 1 year free from finish defects and workmanship failures; 5 years structural integrity in the frame.

### INDOOR TABLE BASES

- Steel Table Bases: 1 year free from finish defects and workmanship failures, 10 years structural warranty.
- Cast Iron Table Bases: 1 year free from finish defects and workmanship failures, 10 years structural warranty.
- Wood Table Bases: 1 year free from finish defects and workmanship failures, 10 years structural warranty.

### INDOOR TABLE TOPS

- Solid Wood: 1 year free from finish defects and workmanship failures; 10 years structural integrity in the frame.
- Laminate: Subject to the warranty of the laminate supplier, if any, and to the extent assignable.
- Solid Surface: Subject to the warranty of the solid surface supplier, if any, and to the extent assignable.

### OUTDOOR TABLE TOPS

- Metal: 1 year free from finish defects and workmanship failures; 3 years structural integrity in the frame.
- Steel may develop small rust spots over time in places where damage has occurred - such as chipping, scratches, or abrasions. Warranty does not cover those parts of the product which are exposed to abrasion during use.
- For aggressive environments with salt or chlorine exposure, regular cleaning every 3 months is recommended.

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## UPHOLSTERY

- Customer's Own Material & Leather and Seller's Graded-in fabrics are subject to the warranty of the supplier, if any, and to the extent assignable.

## COMPONENT PARTS & FITTINGS

- The following component parts not manufactured by Seller are covered under a 1 year warranty within normal use scenarios: screws, glides, casters, foot rests, plastic brackets, table hooks, Velcro, grommets, wire management, washers, stacking bumpers, purse shelf, foot rings, table-flip mechanisms, table-fold mechanisms, and table connectors.
- All other component parts not manufactured or supplied by Seller come without warranty.
- By way of example and not in limitation of the foregoing, electrical components are not covered under the Seller's warranty and are subject to the warranty of the electrical components supplier, if any and to the extent assignable.

## SPECIALS/CUSTOM PRODUCTS

- If the goods are made according to the Buyer's specifications, Seller does not warrant adequacy of such specifications or that the goods will perform in accordance with such specifications.

## III. PROVISIONS APPLICABLE TO ALL SELLER PRODUCTS AND SERVICES

### WHAT IS NOT COVERED BY WARRANTY

- I. No warranty is made as to the selection, aesthetics, colorfastness, wear, or aging capability of fabrics, fabric treatments, finishes, or filling materials, including, but not limited to fillers such as foam/poly, cotton, and cardboard. Rusting of cast iron is not covered by warranty.
- II. Wood has a unique and naturally occurring pattern that can vary greatly. Due to the complex structure of wood, small knots, piths, pores, rings, etc. may appear and add decorative appeal. Variation in finish color due to organic variation in wood is not covered and is expected to occur.
- III. Flipping a chair on the top of a table will cause damage to the structural integrity and finish of both products and will accelerate the wear and tear of the table top finish and seat finish. Damage caused by flipping chairs on tables is not covered under the warranty.
- IV. "Stacking" items are susceptible to more wear and tear due to constant stacking; the warranty does not cover seat finish wear due to stacking or scratches/chips in powder coat finish where the legs meet during the stacking process.
- V. Solid wood and laminate table tops must be stored and used in indoor environments with relative humidity in the range of 35% to 50%. Exposure to relative humidity outside this range will cause the product to warp, check, or crack, resulting in loss of warranty coverage.
- VI. Charges for shipping, handling, installation, or disposal of defective units and/or replacement units unless approved in writing by Seller.
- VII. These warranties will not extend to ordinary wear and tear or goods subjected to misuse, abuse, neglect, damage, improper transportation, improper storage, improper cleaning, accident or improper installation or maintenance or which have been altered or repaired by anyone other than Seller or its authorized representative.

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## WHO BENEFITS FROM WARRANTY?

- I. If you purchase a product directly from the Seller or an authorized dealer (i.e. submit a purchase order, receive an acknowledgment for that order and pay the Seller for the goods received according to the terms of the invoice) for your own use, then you are the Buyer, and you will receive benefits of any applicable warranty described in this document. Only original buyers benefit from this warranty; the warranty is non-transferable.

## ADDITIONAL INFORMATION

- I. Any warranty will begin on the date of shipment to the Buyer, subject to the conditions and limitations noted in this document.
- II. At the Buyer's request the Seller will attempt to match color during any repair or replacement, as long as a sample "product to match" has been shipped to the Seller at the expense of the Buyer. For various technical reasons related to color degradation in UV light and variations arising from the differences in lighting standards at different locations, the Seller does not guarantee that finishes will match.
- III. In the event a Buyer would like to match a previous order to a new order, the Buyer must send a physical sample to their Account Manager. Due to continual engineering improvements and modifications, we cannot guarantee each good will be an exact match to their previous order. Seller reserves the right to make changes in design and construction or discontinue products without prior notification.
- IV. In the event that a product or component is no longer available for any reasons or we have discontinued a particular material, part, or product, then the Seller will have no liability due to the inability to replace any unavailable part. The Seller's sole responsibility will be to offer an alternative part of reasonably similar performance or in its sole discretion refund the purchase price.
- V. Repairs and replacements do not extend any product warranty. In the event of any authorized repairs, the warranty term remains the order original day of shipment.
- VI. Due to the use of natural materials (wood, steel) and craftsmanship in our products, normal variations may occur from piece to piece. This warranty does not cover such differences, nor are variations from printed or digital images covered.

## CLAIMS SUBMISSIONS

To file a warranty claim, email your account manager or [customercare@grandrapidschair.com](mailto:customercare@grandrapidschair.com) with the following information:

- Sales Order #
- Number of affected units
- Description of product failure
- Picture of damage
- Contact information
- Date damage was discovered

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## LIMITATIONS AND DISCLAIMERS

**SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.** In particular, but without limiting the generality of the foregoing exclusion, (i) if the goods are made according to buyer's specifications, Seller does not warrant adequacy of such specifications or that the goods will perform in accordance with such specifications, (ii) if any goods furnished hereunder are made by any supplier other than Seller, Seller does not provide any warranty with respect to such goods, (iii) Seller does not warrant that the goods are in compliance with laws of any country, and (iv) if the goods are modules or assemblies, Seller does not warrant design, design performance, durability or system integration of the modules, assemblies or any components thereof. Limited warranty based on 12 hours, 360 day use. Seller's sole obligation under the foregoing warranties will be limited to either, at Seller's option, replacing or repairing defective goods or refunding the purchase price paid for such goods previously paid by Buyer, and Buyer's exclusive remedy for breach of any of such warranties will be enforcement of such obligation of Seller. These warranties will not extend to ordinary wear and tear or goods subjected to misuse, abuse, neglect, damage, improper transportation, improper storage, improper cleaning, accident or improper installation or maintenance or which have been altered or repaired by anyone other than Seller or its authorized representative. Seller shall not be liable on any claim for defective goods, which is not made within thirty (30) days after discovery of defect. The warranty is valid from the date of shipment to the original buyer and is non-transferable. Repair or replacement of goods will not extend the time of the original warranty. Misuse of goods includes without limitation (i) outdoor use of any goods intended for indoor use; and (ii) use of products in unsuitable environments or conditions. Where a product model is covered by a specific warranty for such model, the specific warranty shall govern and any more general warranty which might otherwise apply to the product type shall not apply. For all warranties, notwithstanding anything else in this warranty to the contrary: depending on the product's specific warranty, after the third or seventh anniversary of the date of shipment of the goods, Seller's sole obligation under the foregoing warranties will be limited to either, at Seller's option, replacing or repairing defective goods with Buyer responsible for the percentage of Seller's expense for such repair or replacement set forth below, or refunding the percentage set forth below of the purchase price paid for such goods previously paid by Buyer, and Buyer's exclusive remedy for breach of any of such warranties will be enforcement of such obligation of Seller.

Time frame	Percentage of purchase price credited to Buyer	
	5 Year Warranty Product	10 Year Warranty Product
On or after 3rd anniversary but prior to 4th anniversary	50%	100%
On or after 4th anniversary but prior to 5th anniversary	25%	100%
On or after 7th anniversary but prior to 8th anniversary	-	75%
On or after 8th anniversary but prior to 9th anniversary	-	50%
On or after 9th anniversary but prior to 10th anniversary	-	25%

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## REMEDIES AND LIMITATION OF LIABILITY

In the event Buyer claims Seller has breached any of its obligations under the contract, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price previously paid by Buyer, and in such event, Seller shall have no further obligation under the contract except to refund such purchase price upon redelivery of the goods. No goods may be returned without Seller's written request. If Seller requests the return of the goods, the goods will be returned by Buyer unless otherwise authorized in writing by Seller. Seller reserves the right to inspect any claimed defect, repair defective goods or install replacement parts, and perform any adjustment incident to satisfactory operation of the goods. In the event Buyer claims Seller has breached any of its obligations under the contract, whether of warranty or otherwise, and Seller has not delivered any goods to Buyer, Seller may tender to Buyer the purchase price previously paid by Buyer, and, in such event, Seller shall have no further obligation under the contract except to refund such purchase price previously paid by Buyer. The remedies contained in this and the preceding paragraph shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the contract, whether of warranty or otherwise. In no event shall Seller be liable for loss of time, inconvenience, commercial loss, incidental, consequential or special damages, including without limitation, lost revenues, profits or recall expenses, nor shall Seller's liability on any claim for damages arising out of or connected with the contract or the manufacture, sale, delivery or use of the goods exceed the purchase price of the goods previously paid by Buyer to Seller. Any warranty rights which Seller may have relating to any goods provided by other suppliers will be assigned to Buyer upon request. Seller shall not be liable for failure to perform its obligations under the contract resulting directly or indirectly from circumstances beyond Seller's reasonable control.

Effective Date: October 14, 2022

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