

Casegoods & Upholstered Beds Limited Warranty

Bernhardt Furniture Company (the “Company”) warrants its residential casegoods products (“casegoods”)* to be free from defects in material and workmanship under normal use and service for a period of three (3) years from the date of the initial shipment to a Company authorized dealer, however certain components of such casegoods are subject to shorter warranty periods as described below.

This limited warranty applies exclusively to the benefit of the original purchaser of the product under conditions of normal residential usage only and will terminate in the event of resale or commercial use. Any product modifications by dealer or consumer, or use of non-Bernhardt parts, voids the warranty. The warranty does not apply to damage resulting from (a) normal wear and tear; negligence, abuse or misuse; (c) inadequate or improper maintenance, cleaning or care; (d) exposure to sunlight; (e) exposure to chemicals and/or other liquids; (f) accidents; (g) any use for which the product was not designed; (h) commercial usage, which includes rental, business, institutional or any other non-residential use; or (i) transportation or delivery.

This limited warranty protects you only when you purchase a product from a Company authorized dealer and must be initiated through the dealer from which the product was purchased. All warranty claims must be accompanied by the original dated proof of purchase and contain a brief description, including pictures, of the defect in question.

The Company may examine the product and will decide, at its sole discretion, if it is covered under this limited warranty. If considered covered, the Company will either repair the defective product or provide an appropriate replacement. If the Company decides to replace a product it no longer sells, the Company will provide an appropriate replacement of equal or lesser value. It is the Company that determines, at its sole discretion, whether a product should be repaired or replaced and what constitutes an appropriate replacement. Any product repaired or replaced will itself be warranted only for the remainder of the warranty period of the original product.

If it is covered by this limited warranty, the Company will pay the costs of repairs, spare parts, labor and travel for repair staff that the Company incurs, provided that the product is accessible for repair without special expenditure. All repair work must be authorized by the Company in advance.

Natural Materials

Certain casegoods products of the Company are made with a variety of materials found in nature. These include, but are not limited to, various wood and plant species, stones and minerals, shells and certain animal by-products. The Company warrants such materials to be free from defects in material and workmanship for a period of one (1) year from date of shipment to the dealer. However, certain changes in these materials over time are expected and are not considered defects and are not covered by the limited warranty. For example,

Differences in grain character and color are naturally occurring variations and are not considered defects. Highly figured veneers are taken from areas of the tree that grow in different directions. This natural characteristic of the veneer causes tension and pulls the fiber of the wood, which can result in hairline cracks over time and are not considered defects. Natural color changes, variations, or movement in lumber or veneer products, and exposure to extreme temperature changes and/or direct sunlight, may cause color and/or surface changes which are not considered defects.

Fabrics /Leathers /Upholstery Materials

Certain casegoods products of the Company contain components that include fabrics, leathers, cushions and other filling materials. These materials may be found in upholstered beds, upholstered components, dining chairs, benches and stools. The Company warrants such components to be free from defects in material and workmanship for a period of one (1) year from date of shipment to the dealer. However, the following are certain exceptions to this warranty:

Wrinkles, scratches, insect bites, healed scars and other natural markings or color variations that occur in certain leathers are natural and are not considered defects.

Exposure to extreme temperature changes and/or direct sunlight, may cause color and/or surface changes that are not considered defects. Some fabrics are washed to achieve a more relaxed appearance and softer feel. Wrinkling, puckering and shade variations are natural results of washing and should not be considered defects.

WARRANTY LIMITATIONS AND EXCLUSIONS

ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE

LIMITED TO THE DURATION OF THE EXPRESS WARRANTY ON THIS PRODUCT, AND ON THE PARTICULAR PORTION OR PART OF THE PRODUCT IN QUESTION. THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESSED OR IMPLIED. IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages or provide other specific legal rights, so the above limitation may not apply to you.