

Upholstery Limited Warranty

Bernhardt Furniture Company (the “Company”) warrants its residential upholstery products* to be free from defects in material and workmanship under normal use and service for the periods of time 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; (b) 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) pets; (g) any use for which the product was not designed; (h) commercial usage, which includes rental, business, institutional or any other non-residential use; (i) transportation or delivery; or (j) use contrary to operating instructions. Because of the craftsmanship involved and the natural materials used in the manufacturing process, minor variations will occur from piece to piece. Therefore, this warranty does not cover such minor differences between your furniture and floor samples, printed illustrations, and video or internet displays.

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 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.

Leathers

Colorfastness, shrinkage, wrinkling and stretching, those properties are not covered under this warranty. Leather is a natural material, with every hide uniquely enhanced by natural features. Wrinkles, scratches, insect bites, healed scars, naturally occurring color variations, and other natural markings are not flaws. Further, this warranty also does not cover fabric protectors that have not been applied by the fabric manufacturer, since they may cause latex deterioration, seam slippage, discoloration and may damage filler materials. To limit naturally occurring variations, reduce exposure to direct sunlight, extreme temperatures, and washing.

Cushions

The Company warrants protection against abnormal loss of resiliency of the upholstered furniture for three years. Abnormal wear and abnormal loss of resiliency should not be confused with softening and flattening of foam and fibers, which are considered normal wear, and not defects.

Fabrics

The Company provides no enhanced warranty for fabrics and only warrants fabrics to the extent that such fabrics are covered by the fabric supplier's warranty provided to the Company. This warranty does not cover colorfastness, shrinkage, wrinkling, and stretching. Please note that washing some fabrics can result in a more relaxed appearance, softer feel, wrinkling, puckering, or shade variations, which are not covered.

Frames and Springs

The Company warrants against manufacturing defects of frames and springs. This warranty applies for the lifetime of the product as long as the product remains upholstered in the original fabric and is used under normal wear and tear conditions.

Reclining and Sleeper Mechanisms

The Company warrants against manufacturing defects of the: (i) black metal, patented parts of non-electronic reclining mechanisms for three years; (ii) the parts of electronic reclining mechanisms for one year; and (iii) the sleeper mechanism for three years.

Mattress and Air Mattress

The Company warrants against manufacturing defects and the loss of foam resiliency of the innerspring sleeper mattress, excluding cover, for five years. Softening of foam is a normal condition and does not constitute a loss of resilience. The Company also warrants against manufacturing defects of the air sleeper mattress for three years and the air mattress pump for one year. This warranty does not cover defects attributed to, or resulting from, use with improper voltage or current. Please note that air mattresses naturally stretch and contract over time, and that this is not a defect. In addition, the loss of air while inflated is not necessarily a defect and can be fixed by reinflating the air mattress.

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.

BERNHARDT FURNITURE COMPANY
P.O. BOX 740
LENOIR, NC 28645

EFFECTIVE August 1, 2021

*Residential upholstered products covered by this limited warranty are all products sold by the Company, however advertised or whether sold by a Company authorized dealer. The term "upholstery" is limited to upholstery products only and excludes casegood products (*i.e.*, upholstered beds and dining room chairs). This warranty also does not cover (a) floor samples, (b) any product designated "AS IS" at the time of purchase, and (c) any differences between printed illustrations, videos, or internet representations and the product purchased.

