# NATIONAL CASEGOODS CORP. LIMITED WARRANTIES

National Casegoods Corp. extends the following Limited Warranties to the original retail purchaser of furniture manufactured by National Casegoods Corp. These Limited Warranties do not apply to any subsequent purchaser of the furniture. These Limited Warranties begin on the original date of purchase. Limited Warranties are non-transferable.

#### PISTON LIFT MECHANISM PARTS LIMITED LIFETIME WARRANTY

National Casegoods Corp. warrants our Piston Lift Mechanism kit, including counterbalance pistons, piston attachment plates, pivot pins and plates, bed stops, clips, and leg mechanism to be free from material manufacturing defects. Lifetime means the normal useful life of the product. National Casegoods Corp. will replace the defective parts and pay shipping costs to the original furniture retailer at no charge to the original retail purchaser. Labor to replace these parts is not covered by this warranty.

### OTHER HARDWARE PARTS 10 YEAR LIMITED WARRANTY

National Casegoods Corp. warrants our Quickfit® cam fasteners, ball bearing slides, door hinges, valets, and decorative hardware to be free from material manufacturing defects. This warranty applies up to 10 years from the original date of purchase. National Casegoods Corp. will replace the defective parts and pay shipping costs to the original furniture retailer at no charge to the original retail purchaser. Labor to replace these parts is not covered by this warranty.

#### FINISHES AND ALL OTHER WOOD PARTS 1 YEAR LIMITED WARRANTY

National Casegoods Corp. warrants our finishes and all other wood parts to be free from material manufacturing defects. This warranty applies up to 1 year from the original date of purchase. National Casegoods Corp. will replace the defective parts and pay shipping costs to the original furniture retailer at no charge to the original retail purchaser. Labor to replace these parts is not covered by this warranty.

If a material manufacturing defect is found, the furniture retailer where you purchased these products should be notified promptly of the defect and supplied a copy of the invoice and delivery ticket. Digital images shall be submitted to the furniture retailer and the furniture retailer is to forward the same to National Casegoods Corp. These digital images will be necessary to verify that a material manufacturing defect exists.

If replacement is required in accordance with this warranty and the defective material or merchandise has been discontinued or unavailable, National Casegoods Corp. reserves the right to select and supply similar merchandise; otherwise the same material or merchandise will be supplied for replacement purposes.

# (CONTINUED ON NEXT PAGE)

# NATIONAL CASEGOODS CORP. LIMITED WARRANTIES (CONTINUED)

These Limited Warranties are provided to the original retail purchaser and do not apply to rented, business, commercial, institutional, or other non-residential uses. These Limited Warranties do not apply to (i) merchandise that was, at any time, used as a floor sample or display model, (ii) any merchandise purchased "as is" or second-hand, (iii) any merchandise purchased at a distress sale or a going-out-of business sale, or (iv) any merchandise purchased from a liquidator. All warranties, whether express or implied, cover only normal household usage. No warranty, express or implied, applies to any condition resulting from misuse, abuse, delivery or transportation damage, nor any condition resulting from incorrect or inadequate maintenance, cleaning or care.

Any and all Limited Warranties are null and void if (i) furniture has been moved from original point of delivery to consumer, (ii) modifications are made to the furniture by the retailer, consumer, or other parties, (iii) damages incurred during transportation, (iv) damages incurred during assembly or installation, or (v) damages occur due to normal wear and tear. These warranties also do not cover minor variations or differences between website or brochure images/information and the furniture. If your product is repaired or replaced, these Limited Warranties will not be renewed or extended.

NATIONAL CASEGOODS CORP. MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXCEED THE ABOVE OBLIGATIONS ARE HEREBY EXCLUDED AND DISCLAIMED BY NATIONAL CASEGOODS CORP. NO REPRESENTATIVE OF NATIONAL CASEGOODS CORP. OR ITS DISTRIBUTORS OR DEALERS IS AUTHORIZED TO MAKE ANY CHANGES OR MODIFICATIONS TO THIS WARRANTY.

Purchaser acknowledges and agrees that National Casegoods Corp.'s liability and Purchaser's sole remedy, whether in contract, under any warranty, in tort (including negligence), in strict liability, or otherwise shall not exceed the return of the amount of the purchase price paid by purchaser, and under no circumstances shall National Casegoods Corp. be liable for any special, incidental, or consequential damages, including but not limited to, personal injury, property damage, damage to or loss of equipment, lost profits or revenue, costs of renting replacements and other additional expenses, even if National Casegoods Corp. has been advised of the possibility of such damages. The price stated for the furniture is a consideration in limiting National Casegoods Corp.'s liability and purchaser's remedy. National Casegoods Corp. shall not be liable for any damages, losses, or expenses as a result of purchaser's negligence, whether deemed active or passive, and whether or not any such negligence is the sole cause of any such damage, loss, or expense. This Warranty shall be governed by and enforced in accordance with the laws of the State of Indiana. Any and all disputes arising out of or in connection with this Warranty shall be brought in the state courts of Indiana, County of Marion.