

# W.SCHILLIG L.P. ("W.SCHILLIG") Limited Product Warranty Policy

Congratulations on the purchase of your new W.SCHILLIG leather or micro fiber upholstery!

W.SCHILLIG offers the following Limited Warranty on all upholstered products purchased after 9/1/2008. Always note carefully any manufacturers instructions included with your W.SCHILLIG Product.

## LIMITED WARRANTY:

W.SCHILLIG warrants to the original retail purchaser of a W.SCHILLIG upholstery product from an authorized retail dealer ("Products") the materials and workmanship for the following period from the date of purchase ("Limited Warranty Period"):

- Leather covers: 5 years
- Micro fiber covers: 1 year
- Foam casings and foam resiliency: 3 years
- Internal frame and springs: 10 years
- Mechanisms: 2 years
- All other parts of the Products: 5 years

This Limited Warranty does not cover any floor samples or products designated "as is" at the time of purchase.

This Limited Warranty is void if after market protection packages are applied to the Products at any time. Dealers, retailers, sales representatives and employees are not authorized to offer different or additional warranties or remedies.

Defects in workmanship and materials are defined, for the purpose of this Limited Warranty, as causing the product to be unsound structurally or mechanically, or substantially altering the appearance of the product.

## EXCLUSIONS TO THE LIMITED WARRANTY:

W.SCHILLIG's Limited Warranty does not cover the following:

- Natural markings or variations in grain and color, stretching or wrinkling of leather, all of which are natural characteristics of 100% genuine cowhide leather
- Variation in tolerances – all Product is handmade by skilled craftsmen using natural materials, therefore exact tolerances cannot be achieved as each piece is unique; deviations exist to a negligible extent within national and international standard for color, measurements, and texture and do not represent material defect
- Difference in color between cover sample seen at time of purchase and cover received on final product
- Discoloration resulting from application of improper cleaning solutions & conditioners, scuffs and scratches from abrasive materials or clothing, ink spillage, food & beverage spillage, paint, dye, dye transfer from non-colorfast textiles, acid, bleach, alcohol, sugar and other corrosive substances, and exposure to direct sunlight or other heat sources
- Damage caused by sharp objects, burns, or pets
- Damage due to steam cleaning, chemical cleaning or similar processes
- Softening and flattening of cushions or pillows, which occur naturally with normal use and aging of polyurethane foam, particularly during the first three months of use until the polyurethane foam stabilizes; relaxed cover tension resulting in some surface wrinkling should be expected as part of the stabilization process
- Design, shape, and functional components may result in seating comfort variations within one upholstered unit (i.e., corner units and ratcheting or hinged internal components)
- Damage due to conditions outside of normal usage (including using any Product outdoors, or sitting on any "hinged" adjustable arm, head, or foot rests) or any use of the Product contrary to any instructions or information included in any literature which W.SCHILLIG includes with the Products
- Damage which occurs during, or as a result of, shipment or delivery
- Defects resulting from improper installation, misuse, abuse, accidents, negligence, alteration or due to normal wear and tear
- Defects or damage due to non-residential use of the Products, including commercial or rental use
- Any shipping or packaging costs resultant of claim service; W.SCHILLIG will not be responsible for the costs to package and ship the Product to our designated repair facility, nor will W.SCHILLIG be responsible for post repair shipping costs to return the Product to the consumer
- Any Product sold by an unauthorized retailer

## HOW TO GET LIMITED WARRANTY SERVICE:

If you notice a defect in the materials or workmanship of any Product during the applicable Limited Warranty Period, you must provide written notice within 30 days after you notice the defect to the retailer where you purchased the Product. This written notice shall include photos, a brief description of the problem and evidence to W.SCHILLIG's satisfaction that you are the original retailer purchaser (for example, a completed warranty card or proof of purchase), as the Limited Warranty is only available to the original retailer purchaser. If it is not possible for you to notify the retailer, please submit your notice and claim in writing and fax, mail, or email us at:

Warranty Claims  
PO Box 740  
Trinity, NC 27370  
Fax: (336) 884-0213  
info@schilligusa.com

If you fail to provide written notice of a Limited Warranty claim within 30 days after noticing a defect, or fail to follow the procedures required for Limited Warranty Service, W.SCHILLIG shall not be required to provide you with any Limited Warranty Service.

In order to determine whether a Product is covered by the Limited Warranty and/or in order to perform the Limited Warranty Service, W.SCHILLIG may request, in its discretion, that you either return the Product to an authorized W.SCHILLIG inspection and repair center or permit a W.SCHILLIG representative to schedule an in-home inspection of the Product. If you are required to return the Product for such inspection or service, you must properly package the Product and you will be responsible for all shipping costs (including both the costs to ship the Product to W.SCHILLIG and the costs for W.SCHILLIG to ship the Product back to you).

If W.SCHILLIG determines that a Product is covered by the Limited Warranty, W.SCHILLIG will, in its sole discretion and as your sole and exclusive remedy, either replace or repair such non-conforming Product. Alternatively, W.SCHILLIG's retail partner may refund to you the purchase price you paid for the non-conforming Product. If identical materials are unavailable at the time of Limited Warranty Service, W.SCHILLIG reserves the right to substitute materials of similar quality.

## LIMITATIONS TO THE LIMITED WARRANTY:

This Limited Warranty is not transferable and is for the sole and exclusive benefit of the original retail purchaser of the Products.

W.SCHILLIG MAKES NO EXPRESS WARRANTIES BEYOND THIS LIMITED WARRANTY.

FOR ANY MICRO FIBER COVERS, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER IMPLIED WARRANTY IS LIMITED TO A PERIOD OF ONE YEAR. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation or exclusion may not apply to you.

UNDER NO CIRCUMSTANCES SHALL W.SCHILLIG BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

IN NO EVENT SHALL W.SCHILLIG'S LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVER EXCEED THE RETAILER'S PURCHASE PRICE OF THE PRODUCT, OR PART OF THE PRODUCT, AT ISSUE.

THE REMEDIES HEREIN PROVIDED ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ALL OTHER REMEDIES.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

## How to contact W.SCHILLIG L.P.:

Warranty Claims  
PO Box 740  
Trinity, NC 27370  
www.schilligusa.com  
info@schilligusa.com