

## WARRANTY PROVISIONS THAT APPLY TO ALL PRODUCTS AND SERVICES

Commercial Furniture Solutions Pty Ltd (CFS) of 1 Kingston Park Court, Knoxfield, Vic 3180, warrants the products sold by it and its distributors and retailers to be free from defects in material and workmanship. CFS products are engineered to provide many years of use under normal conditions when cared for properly. Normal conditions are defined as an office environment during a single shift consisting of 8-hour days, 5 days a week for a user weighing 120kg or less, unless specified otherwise.

Products manufactured by CFS carry the following limited warranties to the original purchaser:

During the applicable warranty period, CFS, at its sole discretion, will repair or replace (at its option) any product, part, or component covered by this warranty and sold after the effective date of this warranty, which fails under normal use as a result of a defect in material or workmanship; CFS will repair or replace the aforementioned product, part, or component with a comparable product, part, or component.

This warranty extends only to the original purchasers who acquire new product from CFS's authorized resellers. Any product, part, or component must have been installed, used, and maintained according to CFS's published instructions in order to be eligible for coverage under this warranty and must not have been subject to misuse or abuse. Any modification to the original product voids the warranty. Buyer is responsible for freight to and from factory on all warranty claims.

This document inclusively describes all of the warranties given and remedies available with respect to the company's products and services. CFS disclaims any other warranty whether express or implied, statutory or otherwise, in relation to the products. The warranty period starts from the date of purchase.

CFS tests Customer's Own Material (COM) and other customer-supplied items such as upholstery materials for manufacturing quality only and does not provide any warranty with regard to these materials. The warranty on fabrics and foam is limited to that given by the manufacturer, agent or supplier.

CFS's products meet the requirements of Federal and State Laws. To the extent allowed by law, any implied warranties, including any warranty of merchantability or fitness for a particular purpose, are disclaimed and to the extent they are legally required, are limited in duration to the duration of this written warranty.

CFS shall not be liable for loss of time, inconvenience, commercial loss, or incidental or consequential damages.

CFS will not be liable for any loss or damage (including costs) however caused, whether direct or consequential, incurred or suffered by the purchaser or any third party in respect of the products but nothing contained herein will or will be considered to exclude or restrict any liability on CFS's part for death or personal injury resulting from negligence.

## COMMERCIAL FURNITURE SOLUTIONS DOES NOT WARRANT:

- Defects or failure resulting from normal wear and tear.
- The matching of colours, grains, or textures of natural materials.
- The colour fastness or the matching of colours of textiles, including an exact match to cuttings or to swatch cards.
- Products that are exposed to extreme environmental conditions or that have been subject to improper storage.
- Natural variations in wood grain or figure or the presence of character marks.
- Excessive changes in surface finishes due to aging or exposure to light.
- Marks, scars, or wrinkles occurring naturally in leather or plastic.