

Online Product Compatibility and Limited Warranty Policy.

OUR COMMITMENT TO PRODUCT COMPATIBILITY – INTEGRATED PRODUCT PLATFORMS

As a market leader in the design and manufacture of workspaces that adapt to change, we strive to maintain product compatibility within our various generations of integrated product platforms. This benefits the customer who desires to update or modify their work environment. It also benefits the customer needing to replace a product due to damage or other reasons, but which is no longer manufactured or is otherwise unavailable, such as a fabric or finish that is discontinued because of changing market preferences. In both circumstances, we often can provide products with comparable function and performance.

OUR COMMITMENT TO PRODUCT QUALITY – THE HAWORTH NORTH AMERICA ONLINE LIMITED WARRANTY

To ensure customer satisfaction and peace of mind, we stand behind our products with the following Haworth North America Online Limited Warranty (“Online Warranty”).

What Products are Covered?

This Online Warranty applies to new products manufactured by Haworth, Inc. or Haworth, Ltd. (individually, “Haworth”) after March 15, 2021 that are sold to an end-user purchaser by Haworth (“Covered Products”). Covered Products also include new products manufactured by a company other than Haworth after March 15, 2021 that are sold to an end-user purchaser by Haworth.

In this Online Warranty, the terms “us,” “we,” “our” and similar terms refer to Haworth, and an end-user purchaser refers to the first person who purchases a Covered Product for such person’s own internal use and not for resale or distribution.

Consumable items, such as batteries, bulbs, lamps, etc., are excluded from the definition of “Covered Product” and are not covered by this Online Warranty, and neither Haworth nor its affiliates will have any obligation or liability relating to them.

What Problems are Covered?

Subject to the terms of this Online Warranty, Haworth warrants to the end-user purchaser of a Covered Product that the Covered Product, at the time of purchase, will be free of any defect in design or workmanship that materially impairs the performance or functionality of the Covered Product under normal use (a “Defect”). This warranty is for 24-hour / 7-day multiple shifts use of the applicable Covered Product; for seating products, such use is by individuals up to 325 lbs. In this Online Warranty, normal use means use of a Covered Product in accordance with all of the following: (a) Haworth’s standard instructions, guidelines and recommendations for that Covered Product; (b) if the Covered Product is not manufactured by Haworth, then the applicable manufacturer’s standard instructions, guidelines, and recommendations for that Covered Product; and (c) applicable laws, rules, regulations and ordinances.

A Defect excludes, and Haworth and its affiliates will not have any responsibility or liability for, the following: (a) normal wear and tear; (b) any damage, wear or failure of the Covered Product that occurs during transport of the Covered Product, or that is caused by improper use, care or maintenance of the Covered Product or by an act of God or other event outside of Haworth’s reasonable control; (c) the natural variation of color, grain or texture found in wood and leather; (d) the natural aging of materials such as wood, fabric and leather which results in colors changing over time or during use; (e) dye lot variations in fabric or leather; (f) the natural patina of leather during use; (g) “puddling” or wrinkling of fabrics, leather, or faux leather; (h) reverse crocking of dyes from clothing onto seating materials; (i) scratches or dents; (j) change in color (including fading) or other surface effects resulting from exposure to chemicals (such as chemicals in cleaning solutions) or exposure to sunlight or other sources of ultraviolet rays; or (k) any damage, wear or failure of the Covered Product caused by the integration or use of any non-Haworth materials, components, devices or other products into or with any Covered Product.

What Remedies are Available?

If a purchaser makes a valid claim under this Online Warranty for a Defect to a Covered Product, Haworth, at its option, will either (a) repair the Covered Product at Haworth’s cost, (b) replace the Covered Product at Haworth’s cost with a new or refurbished product with comparable function and performance, or (c) refund or credit the purchase price of the Covered Product (excluding taxes, duties, fees and other amounts). Haworth will not be responsible for any cost or expenses incurred by the purchaser relating to repair or replacement of a Covered Product due to a Defect, including without limitation freight, insurance, inspection, storage and similar costs and expenses. Any Covered Product that is replaced or whose purchase price is refunded or credited will become the sole and exclusive property of Haworth.

What Conditions Apply?

All the following conditions must be satisfied to make a valid claim under this Online Warranty for a Defect to a Covered Product:

- the purchaser must have notified Haworth in writing of the Defect within 30 days after the purchaser first learns or has notice of the Defect, and in any event not later than three (3) business days after the last day of the applicable warranty period; all such notices must be made to Haworth by calling 877-HAWORTH or emailing Haworth at Haworth.on-linestore@Haworth.com;
- the purchaser must provide the original Haworth order number and have fully complied with all instructions, requirements, and directions provided by Haworth, an Authorized Haworth Dealer or their respective agents regarding (a) the inspection, preservation or safeguarding of the Covered Product and (b) the transportation and delivery of the Covered Product to Haworth or, if directed by Haworth, to an Authorized Haworth Dealer or other party;
- at all times the Covered Product must have been located in a building that is (a) dry, fully closed-in and protected from the natural elements, and (b) adequately heated, ventilated and air conditioned to maintain an internal temperature between 40°F and 90°F (4°C and 32°C) and relative humidity levels between 25% and 55%;
- the Covered Product must not have been modified, and the purchaser must have used and maintained the Covered Product in full conformity with all of Haworth's written specifications, instructions and guides regarding use, care, and maintenance.
- if the Covered Product is replaced or its purchase price is refunded, all bills of sale, assignments, releases, consents, approvals and other documents and/or actions required by Haworth to assign and transfer to Haworth sole and exclusive title in the Covered Product, free and clear of all liens, claims and encumbrances, must have been executed, delivered and/or made, as applicable; and
- all other conditions and requirements in or arising under this Online Warranty, applicable law or a written agreement between Haworth and the purchaser, must have been fully satisfied.

What are the Warranty Periods?

A Covered Product's warranty period begins on the Covered Product's date of manufacture and ends on the expiration of the time period identified below for that particular Covered Product. In addition, the warranty period will automatically terminate at the time that the end-user purchaser ceases to solely own, possess, control, and use the Covered Product.

- **Lifetime.** Except for those Covered Products or related components or materials identified below as having a different warranty period, the warranty period of a Covered Product is as long as the end-user purchaser continues to solely own the Covered Product.
- **Twelve (12) Years.** The following Covered Products have a 12-year warranty period:
 - seating products (framework, mechanisms, seating foam, cylinders, mesh, seating glides & casters, plastic components, and non-gel arm caps.) (Excluding Assure Chair)
 - thermally fused laminates (Be_Hold)
 - wood or wood-framed products
 - Caseload mechanisms (hinges, slides, latches, glides, casters, etc.)

- **Ten (10) Years.** The following Covered Products have a 10-year warranty period:
 - Planes®, Planes Value Model, Upside™, and Hop™ height adjustable product mechanisms¹
 - products that are at any time used in a classroom or educational environment (other than administrative areas) except as limited or described below

- **Five (5) Years.** The following Covered Products have a 5-year warranty period:
 - fabric scrims, fabric screens, vertical fabrics, and wallcoverings
 - fabrics rated Heavy Duty (A) under the Association of Contract Textiles Guidelines
 - leathers or faux leather
 - Power modules that attach to or installed into an opening of a work surface
 - work tools and accessories (e.g. blotter, mini shelf, paper tray, wire management, etc.)
 - Lighting products (e.g. Brazo, Pixo, UMA, Talia, LIM, etc.)
 - Assure Chair

¹ Troubleshooting procedures provided by Haworth must be used to determine if a mechanism is defective, the associated error code needs to be included in the Service Notification

- **No Warranty.** The following Products are excluded from the definition of “Covered Product” and not covered by this Limited Warranty:
 - acrylic, corrugated, or laminate screens

- **Specific Product Lines.**
 - Ergotron Products. The warranty period of a Covered Product within the Ergotron line of products is as follows:
 - **Ten (10) Years.**
 - ✓ LearnFit® Sit-Stand Desk
 - ✓ Monitor Arms
 - ✓ WorkFit-Z Mini Standing Desk Converter
 - **Five (5) Years.**
 - ✓ Anto-Fatigue Floor Mat
 - ✓ Keyboard Tray
 - ✓ WorkFit Corner Standing Desk Converter
 - ✓ WorkFit-T Standing Desk Converter
 - ✓ WorkFit-TL S

- **Service Parts.**

Haworth-authorized service parts installed on a Covered Product will be covered by this Online Warranty for the remaining balance of the warranty period for that Covered Product, so long as the service part was installed by Haworth or an installer certified by Haworth to install that Covered Product.

GENERAL TERMS

This Online Product Compatibility and Limited Warranty Policy extends solely to end-user purchasers of Covered Products and not to their successors, assigns, employees, agents, or affiliates. This Policy is not assignable or transferable in whole or in part, whether voluntarily, by operation of law or otherwise, and any purported assignment or transfer will be void.

HAWORTH

All determinations regarding the scope, applicability, and interpretation of this Policy, including without limitation the satisfaction of and compliance with any of its conditions and requirements, will be made solely by Haworth in its discretion. All such determinations made by Haworth will be final, non-appealable and binding on all persons.

EXCEPT FOR THE EXPRESS ONLINE WARRANTY STATED ABOVE, TO THE EXTENT ALLOWED BY LAW, HAWORTH DOES NOT MAKE, AND IT EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY PRODUCT OR SERVICE AND, IN PARTICULAR, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ANY LEGALLY REQUIRED WARRANTY THAT MAY NOT BE DISCLAIMED WILL BE LIMITED IN DURATION TO ONE (1) YEAR FROM THE DATE OF MANUFACTURE.

AS SET FORTH IN THIS POLICY, REPAIR OR REPLACEMENT, OR REFUND/CREDIT OF THE PURCHASE PRICE, AT HAWORTH'S OPTION, OF A COVERED PRODUCT ARE THE EXCLUSIVE REMEDIES FOR ANY DEFECT TO THAT COVERED PRODUCT OR ANY OTHER ISSUE RELATING TO ITS MANUFACTURE OR INSTALLATION. IN NO EVENT SHALL HAWORTH OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY IN TORT OR FOR ANY CONSEQUENTIAL, ECONOMIC, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUES, USE OR REPUTATION, WITH RESPECT TO ANY COVERED PRODUCT OR ANY OTHER PRODUCT, WHETHER CAUSED BY, ARISING FROM OR RELATING TO A DEFECT OR OTHERWISE.

Applies to U.S. only: Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in the immediately preceding paragraph may not apply to a purchaser. This Online Warranty gives the purchaser specific legal rights, and the purchaser may also have other rights which vary from state to state.

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