

FURNITURE OF AMERICA

CUSTOMER SATISFACTION GUARANTEE & LIMITED TERM WARRANTY

Defining the guarantee and warranty

Furniture of America proudly provides our customers with satisfaction guarantee and limited one year manufacture warranty. While all Furniture of America products are covered in limited term warranty, upholstered products, including but not limited to mattresses, pillows, toppers, sofas, futons, chairs, rugs due to health concerns are not covered by the customer satisfaction guarantee. (Civil Code section 1723) To confirm your product is covered in customer satisfaction guarantee please contact your certified retailer or Furniture of America customer service hotline (888) 980-5122.

Customer satisfaction guarantee

Furniture of America ensures peace of mind for our customers by providing Customer satisfaction guarantee which may be exchanged with the same product or returned for a full refund less the return shipping cost. Detail terms and conditions are provided by certified retailer. Customers MUST go through the certified retailer, in store or online alike, with original invoice; Furniture of America will work with the retailer you purchase from to fulfill your customer satisfaction guarantee request. NO DIRECT CONTACT about Customer satisfaction guarantee will be processed if customer has not been directed from a certified retailer.

Limited term warranty

All Furniture of America products are free of manufacturing, workmanship, or material defects. Under normal usage and proper care, Furniture of America will cover limited term warranty within one year from the date of original invoice and this warranty is not transferable. The warranty applies only to products purchased from an authorized Furniture of America retailer or online channel, and applies only under conditions of normal residential use and does not apply to rented, business, commercial, institutional, or other non-residential uses. Some retailers may provide extensive warranty that is above the scope of this warranty which will have to be covered by retailer; Furniture of America will not be responsible for terms and conditions set by those third party warranty policies.

Under this Limited Warranty, Furniture of America will provide free parts to repair the applicable product or if deemed necessary replacement. If, within the warranty period, identical materials are unavailable at the time of repair or replacement, Furniture of America reserves the right to proceed with one of the following:

- (i) Substitute materials of equal or better quality. Replacement may vary in color from the original due to dye lot differences. Any product that has been repaired or replaced, the limited warranty will not be renewed or extended.
- (ii) Residuum value refund, Furniture of America will refund the original purchase price multiply by the remaining month(s) in the term than divided by 12, the limited warranty will be void after this refund.

Inspection

All Products under warranty have to be inspected by Furniture of America employee or representative to determine the proper repair, parts replacement, or full replacement. Furniture of America reserves the right to inspect the product with owner's approval or the warranty is void.

Exclusions

Limited warranty does 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. This warranty does not cover, for example: abuse, accident, protective coatings, cosmetic damage (e.g. scratches, dents, cracks, pet chew or snag), damage caused by use with other products (e.g. accessories, housing), damages from shipping, improper assembly or operation, lack of reasonable use, misuse, modifications or alterations, normal wear and tear or aging. More specific product/parts exclusions listed as below:

Wood Furniture/parts: Warranty does not cover expansion, contraction, or effects of extreme high/low humidity or heat. Unless specified on the product, placement of wood furniture outdoor or in bathroom will void the warranty.

Metal Furniture/parts: Warranty does not cover rust or tarnishing resulting from scratches of abrasions to finish or changes in patina, as it is a living finish that mellows with age. Unless specified on the product, placement of Metal furniture outdoor or in bathroom will void the warranty.

Marble/stone tops: Warranty does not cover stains or changes in color/texture. Natural variations in both color and veining are to be expected.

Glass and Mirror components: Small air bubbles, surface waviness, and lightly pitted areas may occur naturally as part of the glass manufacturing process and are not considered quality defects.

Upholstery, Pillows, and Padding: Warranty does not cover compression, wrinkling, fading, damages resulted from excessive soiling, improper or unapproved cleaning methods. Unless specified on the product, placement of Upholstery, Pillows, and Padding outdoor or in bathroom will void the warranty.

Leather: Warranty does not cover natural markings or color changes caused by body oil or soil or damage caused by pets. Our leathers are warranted to be free from manufacturing defects, seam slippage, dye transfer, and splitting. Unless specified on the product, placement of Leather furniture outdoor or in bathroom will void the warranty. Poor quality customer-applied stain protection treatment will also void this warranty.

Rugs and Pads: Warranty does not cover sprouting, fading, staining or damage cause by water/moisture, pets, or vacuum cleaner.

Mattress: Warranty does not cover damage to coils or border wires due to bending the set, structural damage from misuse, abuse or using an inappropriate support system and/or mismatched set, damage caused by water/moisture, fabric coverings and handles, sagging firmness/comfort preference, or body impressions of less than 1 inch.

Claim Procedure

If a problem should arise which you feel is covered by 30 day customer satisfaction guarantee or limited one year manufacture warranty, contact the authorized retailer from whom you purchased your furniture first. Please make sure any claim for customer satisfaction guarantee or warranty service is accompanied

by the necessary information to satisfy the requirements. If necessary, the retailer will contact Furniture of America to establish service.

Shipping

Both customer satisfaction guarantee and limited term manufacture warranty does not cover shipping charges incurred by any means. Certified retailer or customer must arrange for shipping or pay for the shipping.

Warning

Furniture assembly and installation may require skill and knowledge. Things like, but not limited to, unsecured screw on a bunk bed may cause partial or complete collapse. Many certified retailers provide professional assembly and installation services; please contact them for these services if you have any doubts about assembly and installation. Furniture of America's customer service team also provides additional help on assembly walkthrough by phone, email instructions, or video clips if you decide to do it yourself or by people other than certified retailer's contractor. Please follow the assembly / installation instructions that come with the product package completely to prevent serious or fatal injury during assembly or usage after assembly. Incorrect assembly and installation will void any and all liability of Furniture of America for damages and injury to persons and property.

If furniture is not used for designed purpose, serious health effects might occur. For example using a dining table top for cutting board may result in food poisoning. You are encouraged to discuss the intended usage of the furniture with our certified retailer or our customer service team at Furniture of America. Furniture of America is not liable or warranty of any furniture that has been use other than its designed use.

Disclaimer

No other express warranty has been made or will be made on behalf of Furniture of America with respect to the furniture and its parts, or the operation, repair, or replacement of the furniture and its parts. Furthermore, no representative of manufacturer or its distributors or retailers is authorized to make any changes or modifications to these customer satisfaction guarantee and limited term manufacture warranty.

Some retailers offer extended or additional warranties either from the retailer or through a third-party. Manufacturer shall not be liable under any extended or additional warranties offered by any retailer or through a third-party. In no event shall manufacturer be responsible for consequential or incidental damages, such as loss of use, inconvenience, loss or damage to personal property, whether indirect or direct, and whether arising in contract or tort. In no event shall Furniture of America's responsibility exceed the purchase price of the product or its replacement.

Legal Rights

This customer satisfaction guarantee and limited term manufacture warranty give the owner specific legal rights and you may have other rights, which may vary from state to state.