

## Great Expectations

You have them. And so do we. That's why we back our products with a comprehensive warranty plan. At Haworth, **we value our customers**, and this is part of our pledge to be the best partner for your organization and to provide future assurance through integrated, adaptable products and sustainable environments.

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### PRODUCT NON-OBSOLESCENCE AND WARRANTY POLICY

This North American Haworth Product Non-Obsolescence and Warranty Policy (the "policy") applies to products manufactured after August 1, 2013. For products manufactured before this date please refer to the policy published in the NA Price List when purchased or contact your local Authorized Haworth Dealer\*. All Haworth products are warranted for 24 hour / 7 day use over the length of the Applicable Warranty Period as set forth below.

Haworth, Inc. or Haworth, Ltd., (each called "Haworth") will make a good faith effort to maintain product compatibility within our various generations of integrated product platforms to provide our customers with spaces that adapt to change. Under our non-obsolescence policy, we commit to provide our customers with products of comparable function or operational characteristics for a term equal to the Applicable Warranty Period. Haworth fabrics and finishes must be updated periodically to maintain the market appeal of our products and respond to the demands and changing preferences of our customers. As a result, we or the manufacturer may discontinue some fabrics and finishes before expiration of the Applicable Warranty Period.

If a new product purchased or leased from Haworth or from an Authorized Haworth Dealer proves to be defective (as defined below) while the product is still in the possession of the initial purchaser or lessee and if they, within the Applicable Warranty Period, send notice of the defect to Haworth by electronic mail (customerservice@haworth.com), then, except as provided below, Haworth will, at Haworth's option, either repair or replace the product, at Haworth's expense, or refund the purchase price of the product. Except as provided below, a product shall be considered "defective" if Haworth finds that it is defective in material or workmanship and if the defect materially impairs the value of the product to the purchaser or lessee. The applicable warranty period begins on the day the product is manufactured. If a product that the purchaser or lessee references in a notice of defect was not installed by a Haworth Certified installer and/or reconfigured by a Haworth-trained installer, then the product may not be considered defective and Haworth will not be obligated to repair or replace it or to refund its price.

## PRODUCTS / APPLICABLE WARRANTY PERIOD

### LIFETIME

All Haworth products are warranted for lifetime *except products, components and materials described below:*

### TWELVE YEARS

All Haworth NA manufactured seating is warranted for 24/7 multiple shift use by persons up to 325 lbs and includes the framework, mechanisms, seating foam, seat & back mesh and seating glides & casters.

All wood or wood framed products.

### TEN YEARS

All wall products (excluding soft close door mechanisms warranted for Two Years), electrical components (excluding Power Base™ AI and workware products), electrical accessories, fixed task lighting (excluding LED lighting), adjustable keyboard pads, monitor arms and products that are at any time used in a classroom or educational environment (other than administration areas) *except as limited or described below:*

### FIVE YEARS

Fabric scrims and fabrics rated Heavy Duty ( A ) under the Association of Contract Textiles Guidelines, leather, vertical use markerboard laminates, user-adjustable worksurface mechanisms, gel arm caps, thermofused laminates, slow close mechanisms, LED lighting, electronic ballasts used in task lighting, horizontal glass or thermoplastic table assemblies and Systems Accessories.

### THREE YEARS

workware™ products, Hoop products (excludes any warranty for surface damage such as scratches, dents or abrasions), plastic ultraviolet light color fastness and fabrics rated General Contract (a) under the Association of Contract Textiles Guidelines.

### ONE TO FIVE YEARS\*\*

Products that are manufactured outside North America and sold into the North American market.

### ONE YEAR

Horizontal use markerboard laminate, soft palm rest, mouse pad insert and translucent edging.

Each Haworth “specials” product will be warranted for the same applicable warranty period of the comparable catalogue product unless otherwise stated on the specials solutions department inquiry response.

All software is without warranty of any kind, either expressed or implied.

All service parts are warranted for two years or the remaining balance of the assembly's original warranty period, whichever is longer.

\* An Authorized Haworth Dealer is any dealer or retailer that sells and installs within their primary contracted area and/or under the DealerLink Program Agreement.

\*\* The Applicable Warranty Period for each such product is specified in Haworth's price list for the product.

A product will not be considered to be defective, and Haworth will not repair, or replace it or refund its price if the product (1) is a consumable product, such as a lamp; (2) is “Customer's Own Material” (i.e. material specified by the purchaser or lessee that is not a standard Haworth product offering, such as Haworth Alliance fabrics); (3) is not installed and used as recommended in Haworth's written specification, installation and user guides; (4) has been otherwise misused or suffered abusive damage or (5) is a product that is manufactured by a third-party supplier from whom Haworth purchases it for resale without incorporating it into Haworth product (in which case Haworth will assign to the purchaser or lessee any warranty that the manufacturer provides), unless otherwise specified by Haworth in writing.

A defect in material or workmanship does not include damage to a product, or failure of a product to operate or perform properly or to maintain appearance, caused by (a) normal wear and tear; (b) an Act of God or transportation; (c) a product alteration made without Haworth's express written authorization; (d) the natural variation of color, grain or texture found in wood and leather; (e) the natural aging found in materials such as wood, fabric and leather which results in colors shifting during use; (f) dye lot variations in fabric, leather or wall covering (g) the natural patina of leather during use; (h) “puddling” of leather or faux leather; or (i) reverse crocking of dyes from clothing onto our seating materials.

EXCEPT AS STATED ABOVE, HAWORTH DOES NOT MAKE A WARRANTY AS TO ANY PRODUCT AND, IN PARTICULAR, DOES NOT MAKE A WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Product repair or replacement or refund of the price, at Haworth's option, in accordance with this Policy, is the purchaser's or lessee's exclusive remedy for a product defect. Haworth shall not have tort liability with respect to a product, and Haworth shall not be liable for any consequential, economic, indirect, special, punitive or incidental damages arising from a product defect. Haworth shall not be liable for repair or product placement due to improper installation or any defect in materials used for installation which are not manufactured, sold or supplied by Haworth.

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