

## WARRANTY

This MASHstudios warranty policy applies to products manufactured after October 31, 2011.If a product purchased from MASHstudios or from an authorized MASHstudios dealer proves to be defective while the product is still in the possession of the initial purchaser, notice of the defect should be sent to MASHstudios by email (orders@mashstudios.com), then, except as provided below, MASHstudios will, at MASHstudios' option, either repair or replace the product, at MASHstudios' expense, or refund the purchase price of the product at MASHstudios' discretion. If MASHstudios finds that it is defective in material or workmanship and if the defect materially impairs the value of the product to the purchaser, warranty periods are set forth below. Each warranty period begins on the day the product is manufactured. If a product that the purchaser references in a notice of defect was not installed by a MASHstudios trained installer and/or reconfigured by a MASHstudios trained installer, then the product may not be considered defective and MASHstudios will not be obligated to repair or replace it or to refund its price.

All MASHstudios products are warranted for components and materials described below:

- **12 YEARS** Laminates, solid surface (with the exception of natural stone products), wood case goods, (except LAX series, PCHseries and MODseries),
- **5 YEARS** Operational parts, controls, electrical components, lighting (except light ballasts and bulbs, see below), wood veneer products, natural/non-natural stone surfaces\*\*\*, height adjustment mechanisms, CPU storage and all storage drawers, glass, LED strip lighting. LAXseries, PCHseries and MODseries. Wood chair framework and associated hardware are warranted for persons up to 300 lbs.
- 3 YEARS Seating upholstery, textiles, leathers, tack panel fabrics, LED light bars.
- 1 YEAR Light ballasts and bulbs, upholstered arm pads, solid wood work surfaces, casters and glides.

## Other Manufacturers Products:

MASHstudios will pass through to the original purchaser any warranty supplied by other manufacturers to the extent possible.

## What warranty does not cover:

A product will not be considered to be defective, and MASHstudios will not repair, or replace it or refund its price if the product (1) is "Customer's Own Material" (i.e. material specified by the purchaser and is not a standard MASHstudios product offering); (2) is not installed and used as recommended in MASHstudios' written specification, installation and user guides. A defect in materials 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 MASHstudios'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 or (g) dramatic temperature variations or exposure to unusual conditions. (h) Changesin surface finishes, including colorfastness due to aging or exposure to light. Product repair or replacement or refund of the price, at MASHstudios' option, in accordance with this Policy, is the purchaser's exclusive remedy for a product defect. MASHstudios shall not have tort liability with respect to a product, and MASHstudios shall not be liable for any consequential, economic, indirect, special, punitive or incidental damages arising from a product defect.



## Warranty Continued

The remedies provided above are the Purchaser's sole remedies for any failure of Seller to comply with its obligations regarding the workmanship of its Products. Correction of any nonconformity in the manner and for the period of time provided shall constitute complete fulfillment of all liabilities of Seller, with respect to or arising out of the Product furnished hereunder. Delay/Force Majeure Seller shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the purchaser, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources orfailure of suppliers to meet their contractual obligations, or due to any cause beyond its reasonable control. If any such event occurs, Seller may extend delivery dates by a period of time necessary to overcome the effect of such delay, allocate available product or cancel any purchase order.

PURCHASER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, REGULATIONS, RULES AND STANDARDS RELATING TO THE INSTALLATION, MAINTENANCE, USE AND OPERATION OF THE PRODUCTS.

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.

\*\*\*Note: Natural Stone is a product of nature and therefore subject to inherit variations in color, veining, fossils, dimensions, and other possible characteristics. Natural Stone's mineral characteristics create visible texture within the stone and are expected to be part of the finished product. Pitting, dry veins & fissures can all be a part of the stone. All products should be approved for range and expectation in advance.

The designs quoted by MASHstudios are the property of MASHstudios, and MASHstudios reserves the right to manufacturer them. Any reproduction of these designs infringes on MASHstudios rights and ALL infringement will be prosecuted.