

## Warranty

All Design Within Reach Collection products sold in the contract channel, including products sold under the Design Within Reach brand and Design Within Reach exclusive products, are backed by a 3-year warranty. The warranty period starts from the date of delivery. Any product must have been used according to Design Within Reach's published instructions and installed and maintained by a factory-trained technician or an authorized dealer installer. If these requirements are met, warranty coverage will be extended. Any misuse, abuse, or modification to the original product voids the warranty. Design Within Reach does not warrant the performance of the product when used in combination with other than original Design Within Reach product.

This warranty is extended only to the original purchasers who acquire new product for commercial or institutional use. During the warranty period, Design Within Reach, as its sole obligation and as the purchaser's sole remedy under this warranty, will provide one of the following remedies, chosen by Design Within Reach in its sole discretion for any product covered by this warranty and sold after the effective date of this warranty: (a) repair the product, (b) replace the product with a comparable product, or (c) refund the purchase price of the product, which fails under normal use as a result of a defect in material or workmanship.

This warranty is not extended to purchasers for personal, family or household use, and it does not cover any of the following:

- Natural variations in wood grain or figure or the presence of character marks
- Changes in surface finishes, including colorfastness, due to aging or exposure to light or direct sunlight
- Marks, scars or wrinkles occurring naturally in leather
- Veins, marks, voids, fissures or cracks found naturally in stone
- Failure resulting from normal wear and tear
- Pilling of textiles
- Matching of colors, grains or textures of natural materials
- Colorfastness or matching of colors of textiles or surface finishes, including an exact match to cuttings, samples or swatch cards
- Damage, marking or staining of veneer surfaces due to contact with rubber or similar compounds; damage from sharp objects or writing instruments
- Changes in the decibel level of motors or mechanisms used in height-adjustable products
- Damage or marking of materials or abrading of textiles over time caused by sharp or foreign objects
- Discoloration of textiles and surface materials due to soiling, stains or dye transfer from clothing, including denim

Design Within Reach tests Customer's Own Material (COM) and other customer supplied items for manufacturing quality only and does not provide any warranty with regard to these materials.

Design Within Reach does not warrant products that are exposed to extreme environmental conditions or that have been subject to improper storage.

**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.**

**DESIGN WITHIN REACH SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

Applies in US 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 two preceding paragraphs may not apply. This warranty gives the purchaser specific legal rights; however, the purchaser may also have other rights that may vary from state to state.

Applies outside US: Except as stated above, Design Within Reach 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 Design Within Reach's part for death or personal injury resulting from negligence.

**Effective February 2023**