

# LIMITED LIFETIME WARRANTY

RESPAWN by OFM hereby warrants that the products distributed by it shall be free of all defects in original material and workmanship for the life of the product provided the product has only been used under Normal Commercial Use. RESPAWN will repair or replace, at our option any product or component that is defective in material or workmanship. This warranty only applies to products purchased directly from an authorized RESPAWN reseller, and is valid for the original purchaser only.

## EXCLUSIONS TO THE WARRANTY ARE AS FOLLOWS:

- Normal wear and tear, which are to be expected over the course of ownership
- Damage resulting from shipment, which will be handled under separate terms
- Damage resulting from storage, alteration, unauthorized repair, infestation, misuse, abuse, accident, acts of God, natural causes, and/or exceeding listed capacities
- Products used for rental purposes
- Failure to provide reasonable and necessary maintenance (per product instructions)
- Transportation and labor costs associated with warranty replacements
- 2 years on all fabric and material
- 2 years on electrical systems
- 2 years on any moving parts which would include but is not limited to chair mechanisms, castors, and gas lifts.
- 5 years on tables and desk frames
- 2 years on table and desk tops
- COM fabric is not covered under this warranty

## SEATING:

All seating is covered under warranty for the life of the product under normal use. RESPAWN does not warrant the color-fastness or matching of colors, grains, textures of covering materials.

Normal Commercial Use for Seating is defined as 8 hours a day, 5 days a week with a weight capacity not to exceed 275 lbs.

## NOTICE TO PURCHASER FOR HOME OR PERSONAL USE

Federal law does not permit the exclusion of certain implied warranties for consumer products. Therefore, if you are purchasing this product for home or personal use, the exclusion of implied warranties noted does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty applies only to products sold within the United States of America and the Commonwealth of Canada.

## TERMS AND CONDITIONS

### ORDERING INFORMATION:

All orders MUST be in writing or made through RESPAWN authorized reseller. For orders made in writing please email to [sales@respawnproducts.com](mailto:sales@respawnproducts.com). Purchase orders must include model numbers, color, quantity, accessories and any special instructions. Purchaser assumes responsibility to supply correct information when placing order. Prices and specifications subject to change. Refer to [www.respawnproducts.com](http://www.respawnproducts.com) for the most up-to-date information.

### SHIPPING & HANDLING:

All terms are FOB from point of origin. RESPAWN will initiate all prepaid freight claims. Any visual shortages or damages MUST be noted in writing at TIME OF DELIVERY on bill of lading. LTL carriers will not accept verbal information that differs from signed bill of lading. Damages must be reported and filed by RESPAWN within 5 days after the receipt of goods and shortages must be noted immediately upon receipt. If reported after the fifth day it will be up to the sole discretion of RESPAWN to repair or replace product at no charge. We cannot accept damage reports after this time. All orders shipped to APO/FPO locations will incur an additional \$15 per carton handling charge.

### CUSTOMER PICK UP:

All orders need to be inspected and signed for at the time of pick up. No claims regarding damages or shortages will be accepted.

### RETURNS POLICY:

Returns are accepted at our North Carolina warehouse ONLY. All returns must be shipped prepaid and be made within 30 days of purchase. Collect shipments will be refused and returned. To return a product, contact [returns@respawnproducts.com](mailto:returns@respawnproducts.com) or you can call 800-520-7471 and request a Return Authorization Form from your customer service representative. The Return Authorization form can be sent to your customer service representative or you can email the form to [returns@respawnproducts.com](mailto:returns@respawnproducts.com). You will also be issued a Return Authorization number. This number will ALWAYS have the prefix "RA". Merchandise returned without the RA number will be refused by RESPAWN. Return Authorization numbers are only valid for 30 days. RESPAWN reserves the right to inspect all returns and determine applicable restocking and/or reboxing fees. A missing item or damaged product fee may be assessed if a returned product is missing the original box, packaging materials, contents, accessories, assembly instructions or is not in "like new" condition. **A minimum fee of 25% will apply for re-stocking only.** All warranty parts are available for replacement at NO charge and are shipped via ground service. If upgraded service is required, the customer will be billed the difference in freight. Our freight carriers, including UPS, reserve the right to institute fuel surcharges on some or all shipments, without prior notice.

**To the extent allowed by law, RESPAWN makes no other warranty, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose. RESPAWN will not be liable for any consequential or incidental damages.**

10-15-17