HILLSDALE FURNITURE, LLC LIMITED WARRANTY

- 1. Hillsdale Furniture, LLC ("HDF") product is warranted to the original purchaser to be free of defects in workmanship or material. The paint finishes are warranted against peeling, cracking and blistering provided the item has not been scratched or abraded. The fabric and cushions are warranted against separation at the seams. All warranties are limited to one year from original date of purchase. HDF will, at its option during this warranty period, repair or replace any such defective component without charge, but HDF will not pay for transportation, shipping, and handling costs. Proof of purchase is required.
- 2. This warranty does not cover any mattress springs, rails, frames, supports, or any other accessories of the HDF product. This warranty does not cover any damage or loss related to (A) improper use, care, assembly or service: (B) transportation, shipping or handling: (C) institutional or commercial use, or (D) negligence, alteration or unauthorized repair. This warranty extends only to the original retail purchaser, and the warranty may not be assigned to or transferred to another. This warranty only applies to residential use of the product. This warranty does not cover commercial use of the product. This warranty does not cover commercial use of the product.
- 3. In order to make a claim under this warranty, the original retail purchaser must promptly (A) return the warranty item and the receipt for inspection to the retail seller where the HDF product was originally purchased, or (B) send written notice, photo of product and defect, the purchase receipt and a copy of the warranty to the *HDF Warranty Department, 3901 Bishop Lane, Louisville, KY 40218 or scan same and e-mail to replacements@hillsdalefurniture.com.* The notice must describe the item and the claimed defect. HDF will send authorization to ship the item prepaid to HDF within 90- days of such authorization. If HDF determines that the claim is valid HDF will either repair or replace the product. If the item has been discontinued or not available, Hillsdale reserves the right to substitute similar products of an equal value.
- 4. **ANY CLAIM UNDER THIS WARRANTY MUST BE MADE BEFORE THE ORIGINAL WARRANTY PERIOD EXPIRES.** Any replacement item is covered by this limited warranty until original warranty period expires.
- 5. This warranty is exclusive and in lieu of all other express warranties whether oral or written. No employee or agent of HDF nor any other person has the authority to modify this warranty. Any implied warranties, including the implied warranty of merchantability and fitness for a particular purpose, shall be limited to the express warranty set forth herein. HDF disclaims liability for all special incidental and consequential damages.
- 6. Some states do not allow limitations on how long an implied warranty lasts so the limitation of #5 may not apply to you. Some states do not allow the exclusion or limitation of special incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights and you may have others rights.

Exclusions: This warranty excludes use for commercial purpose, damage by acts of nature, abuse or lack of proper care, normal fading, discoloration, glass breakage, corrosion or rusting, normal wear and tear, scratches, chips, improper cleaning products, suntan lotion or chemicals, vandalism, improper assembly, freeze damage, and other defects outside of normal use.