



Worden Limited Warranty

- Worden wood case good and shelving products sold are warranted for ten (10) years from the date of initial delivery of the products to the installation and/or from the date of completion of installation if installation is accomplished according to the Company's installation procedures. Worden warrants its seating products for a period of two (2) years (exclusive of upholstery materials) after delivery and installation.
- Worden warrants the products sold to be free from material defects in material and workmanship.
- During the Warranty Period, Worden's sole obligation and the Customer's sole remedies pursuant to this Warranty are limited to repair or replacement, at Worden's option, of any product, part, or component covered by this Warranty and sold after the effective date of this warranty which fails under normal use and service as a result of a material defect in material or workmanship.
- Worden does not warranty products that are exposed to extreme environmental conditions or that have been subject to improper storage.
- Warranties on purchased hardware and finished components, including but not limited to hinges, pulls, handles, legs, and steel frames, are limited to the hardware and component manufacturer's warranty, and this Warranty does not apply to such components.
- Any misuse, abuse, modification, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental condition, or use contrary to any instructions issued by Worden voids the Warranty and this Warranty does not apply.
- Notwithstanding the foregoing, Worden does not warrant and this Warranty does not apply to:
 - 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
 - failure resulting from normal wear and tear
 - the matching of colors, grains, or textures of natural materials
- damage, marking or staining of veneer surfaces due to contact with rubber or similar compounds
- damage from sharp objects or imprinting from writing instruments, or prolonged exposure to sunlight
- individuals purchasing Worden's products for personal, family, or household use
- **WORDEN SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
- Purchaser shall indemnify and hold harmless Worden and its officers, directors, shareholders, employees, agents, and affiliates (the "Indemnified Parties"), from any loss, damage, claim, liability or expense that the Indemnified Parties may suffer arising from Purchaser's design, specifications or material provided by Purchaser.
- Worden's liability with respect to its products shall not exceed that expressly set forth herein, irrespective of the theory upon which any claim might be based, including breach of warranty, breach of contract, negligence or strict liability, and no person or entity is authorized to assume any liability on behalf of the Company in connection with the sale or installation of the Company's products except as set forth herein.
- **THE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY WORDEN IN REGARD TO ITS PRODUCTS. WORDEN HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY WORDEN, OR ANY OTHER PERSON ON WORDEN'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED HEREIN.**

Effective Date: 12.15.14

Worden Project Number: _____ Installation Date: _____