



HF COLLECTION

## STANDARD WRITTEN LIMITED WARRANTY

HF Collection, Inc., [hereafter “HF Collection”] warrants to you, the original purchaser, that for the stated warranty term, HF Collection will repair or replace any piece of furniture, which is defective in material or workmanship, including any furniture that is cracking or warping, but not including any parts damaged or lost in transit. The decision to repair or replace will be at the discretion of the manufacturer. To exercise your rights under this warranty, your order must be paid in full.

HF Collection’s warranty period begins at the time you receive the product on the date of delivery, whether delivered directly to the property or to a warehouse. If HF Collection determines that repair is impractical, you will be furnished a substitute unit of the same or similar color, design, style and quality. You will not be charged for any repair services, delivery costs, or replacement furniture. If you notice a manufacturing defect, it is important for you to promptly notify HF Collection via e-mail to [kevin@hf-collection.com](mailto:kevin@hf-collection.com) and the HF Collection project manager that serviced your order.

Manufacturer’s Inspection Rights and Determination. After notification, it may be necessary for HF Collection to arrange for an inspection of your furniture to determine whether or not a manufacturing defect exists. These are your exclusive remedies under HF Collection’s warranty. In the event of a dispute between HF Collection and the Buyer, HF Collection’s decision is final as to these matters.

EXPRESS LIMITED WARRANTY: HF Collection warrants that the Products will conform to industry standard construction specifications and will be free from defects in materials and workmanship as set out below:

### Terms and Conditions of Warranty

HF Collection assumes no responsibility for repairs to, or replacement of, product sustaining damage caused by a transportation company, damages resulting from user modifications; attachment of third party products; misuse; abuse; improper handling or installation; alteration; or negligent use.

**Wood, Veneer, Laminate & Metal Furniture.** The limited warranty on wood, veneer, laminate & metal furniture product is for one year from the date you receive the product. Natural variations in color, grain, or texture of wood and veneers are normal. We cannot warranty any veneer, solid wood or painted tops without glass protection.

**Upholstered Furniture.** The limited warranty on upholstered furniture product is for one year from the date you receive the product as long as your upholstered

product is covered in its original covering. Wear of foam, fabrics, leathers and vinyls are not covered under warranty.

**Tops & Hardware.** Tops, hardware & components, other than those provided or specified by the customer, are warranted for six months from the date you receive the product at your property.

**Fabric.** Fabric coverings, other than those provided or specified by the customer, are warranted for one year from the date you receive the product at your property against breakdown, seam slippage, piling (unless piling is a natural characteristic), shrinkage, nap loss and dye transfer.

**Vinyl.** Vinyl coverings, other than those provided or specified by the customer are warranted against tearing, splitting and seam slippage under normal use for one year from date that you received the product. This warranty does not include coverage for natural characteristics such as wrinkling or variations in color.

**Leather.** Leather coverings, other than those provided or specified by the customer, are warranted against tearing, splitting and seam slippage under normal use for one year from date you receive the product. This warranty does not include coverage for natural characteristics such as wrinkling, natural marking from injuries to the animal, or variations in grain color.

The coverings warranty does not cover fading or stains from spills such as acids, solvents, dyes, ink, paint, other corrosive chemicals or bodily fluids. We caution the consumer against improper cleaning, abuse, negligence, treating of covering with chemical products, and exposure of coverings to sunlight, bright light or extreme heat, since each can cause damage to the covering that is not protected by this warrant. Use of any non-authorized after-market cleaners or protectants will void HF Collection cushion & covering warranty.

**Customer's Own Material/ Leather (COM/COL).** Appearance, durability, quality, performance, colorfastness, dye lot variation, and all other characteristics of customer provided textiles and leather are excluded from this warranty.

**Stone.** HF Collection does not warranty natural stone materials of any kind or origin. Due to the natural porous properties of stone and marble, we cannot warranty against staining, etching, pitting, discoloration, scratches, or cracks over time. Colors, patterns, and veining are subject to natural variation.

**Glides.** HF Collection utilizes different types of glides in our products depending on the product's design and typical application. Due to varying flooring materials and our inability to test on all flooring types, HF Collection assumes no responsibility for floors damaged by glides.

## **Liability Limitations**

While HF Collection believes its warranty is a good one, there are some limits to it. The following circumstances will limit or exclude coverage under this warranty:

**General Admonition.** Before using, user shall determine the suitability of the product for his or her intended use and user assumes all risk and liability whatsoever for usage outside the scope thereof.

**Weight Capacity.** Individual seating products have a maximum capacity of 300 pounds, and HF Collection is not liable for any claims resulting from loading in excess of that weight.

**Indoor Furniture.** When indoor furniture is purchased, it should be kept away from direct sunlight, excessive heat, cold or dampness. Outdoor use of indoor furniture voids the warranty.

**Improper Care and Use.** HF Collection requires routine maintenance. Proper care and use are essentials to preserving your rights under this warranty. HF Collection will not repair or replace your furniture if improper maintenance or improper use causes damage. This warranty does not apply if your HF Collection furniture is damaged by the use of detergents, abrasives, or other harsh cleaning agents.

**Accidents, Abuse and Normal Wear and Tear.** This warranty does not cover damage resulting from negligence, abuse or normal aging, wear and tear, or accidents: including burns, cuts, scratches, tears, scuffs, watermarks, indentations or pet damage.

**Product Modification.** Any product modification by dealer, consumer, or other parties not authorized by HF Collection will void this warranty.

**Fitting.** HF Collection is not responsible for ensuring furniture fits through doors, corridors, or elevator cabins, nor are we responsible for field verifications. HF Collection will follow dimensions as per final approved shop drawings.

**Intellectual Property:** HF Collection does not warrant nor indemnify against design infringements and HF Collection and the customer acknowledge that the design has been supplied by the customer and is solely the responsibility of the designer and the customer.

**Purchase Accommodation.** Any components provided or specified by the customer are excluded from coverage in this warranty- e.g., fabric, vinyl, leather, tops, hardware, etc.

NOTE: EXCEPT AS DESCRIBED AND LIMITED HEREIN, HF COLLECTION MAKES NO OTHER WARRANTIES ON THE PRODUCTS, WHETHER EXPRESS, IMPLIED OR STATUTORY – AND HF COLLECTION SPECIFICALLY DISCLAIMS HEREBY ANY SUCH IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS SET FORTH HEREIN, UNLESS OTHERWISE AGREED IN WRITING BY THE PARTIES. FURTHERMORE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ARISING OUT OF THIS AGREEMENT OR THE SALE OF PRODUCTS OR THE USE OF THE PRODUCTS BY THIRD PARTIES TO THEIR PURPORTED INJURY OR DAMAGE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING THE POSSIBILITY OF NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR LOST PROFITS ARISING FROM PRODUCT DEFECTS OR DELIVERY DELAYS.

YOUR WARRANTY RIGHT. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH VARY FROM STATE TO STATE AND ARE DEPENDENT ON WHETHER THE USE IS RESIDENTIAL OR COMMERCIAL. EXCEPT FOR SUCH OTHER POTENTIAL RIGHTS, THE REMEDIES PROVIDED UNDER THIS WARRANTY STATE THE LIMIT OF HF COLLECTION'S RESPONSIBILITIES.

**For more details or questions about your specific warranty, please contact HF Collection.**