

LIMITED LIFETIME WARRANTY

Merge Office Interiors, Inc., doing business as Merge Works, hereinafter referred to as "Company" warrants that your new product is free from defects in materials or workmanship, subject to the limitations, exclusions, and other provisions as detailed below. This limited warranty only applies to Company products purchased directly from an authorized Company dealer, and is only valid for the original purchaser and for the original installation. The limited warranty is terminated upon transfer, sale, or modification of the product. If a product is defective in materials or workmanship, Company will replace or repair it at no charge, based on the below schedule. This is your sole and exclusive remedy, and repair or replacement of the product will be at the sole discretion of Company. Shipping charges to the repair facility will be the responsibility of the purchaser, and shipping charges to return the repaired product to the purchaser will be paid by Company, except for products returned for repair during the first 30 days after purchase, in which case all shipping charges will be paid by Company. This limited warranty is subject to the limitations, exclusions and other provisions below, and applies to Company product purchased after November 5, 2003 which are delivered within the United States of America and the Commonwealth of Canada.

Limitations involving particular materials and components:

The particular materials and components listed below are warranted according to the following schedule from the date of sale, but in no event exceeding the original manufacturer's warranty where applicable:

Five Years – Standard textiles (not to exceed the original manufacturer's warranty), finishes, tacking surface of tackboards, writing surface of whiteboards

Five Years – Electric height adjustable bases

One Year - Electronic components

Not Covered – Customer's own materials

Exclusions:

This limited warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Damage caused by abuse, misuse, neglect, vandalism, accident, disaster, improper storage, chemical damage, water or fire.
- Damage caused by the carrier in-transit, which will be handled as claims against the carrier.
- Modifications or attachments to the product that are not approved by Company or use of a product in combination with products or equipment not appropriate for that product.
- Products that were not installed, used or maintained in accordance with product instructions and warnings.
- Causes external to a product such as use of improper cleaning supplies, electrical surges or environmental factors.
- Products which have been modified or altered, repaired or refurbished by someone other than Company.
- Products used for rental purposes.

In the event of repair and/or replacement of any defective product, Company does not warrant matching color, grain, texture or dye lots.

TO THE EXTENT ALLOWED BY LAW, COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES. COMPANY'S MAXIMUM LIABILITY ON ANY CLAIM IN ANY WAY CONNECTED WITH THE SALE OR USE OF ANY OF THE COMPANY'S PRODUCTS, WHETHER LIABILITY ARISES IN CONTRACT, FROM BREACH OF WARRANTY, IN TORT OR OTHERWISE, SHALL BE LIMITED TO THE PRODUCT'S INVOICE PRICE.

To obtain service under this limited warranty:

By following the procedures regarding limited warranty claims outlined below, you can be assured of the best level of service.

1. Contact Merge Works by phone at 1-800-597-1195 or by mail at 4985 Eisenhower Road, Ste104, San Antonio, TX 78218 USA within 30 days of discovery of the defect. Be prepared to prove you are the original purchaser of the product and provide your model number, description of the product, and description of the defect. Then provide Merge Works with your name, address, area code, and telephone number.
2. Merge Works will review all pertinent information regarding the claim, including inspection of the product if deemed appropriate by Merge Works.
3. If Merge Works affirms that the product in question is eligible under the conditions of the limited warranty as stated above, the customer service representative or another representative of Merge Works will determine whether to provide replacement parts, authorize repairs or replace the product.

PRODUCTS RETURNED TO THE MERGE WORKS FACILITY WITHOUT A RETURN AUTHORIZATION WILL BE REFUSED. THIS LIMITED WARRANTY SUPERCEDES ALL PREVIOUS MERGE WORKS WARRANTIES.