



LIMITED WARRANTY

Merge Office Interiors, Inc., d/b/a MergeWorks, ("Company") takes great pride in our workmanship and the high quality of our products. We warrant that your new product is free from defects in materials or workmanship, subject to the limitations, exclusions, and other provisions detailed below. This limited warranty only applies to Company products purchased directly from an authorized Company dealer, for the original purchaser. The limited warranty is terminated upon transfer, sale, or modification of the product.

Limitations involving particular materials and components:

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

PRODUCT	MATERIAL	TERM OF WARRANTY
Desk Dividers	Fabric, Acrylic, TrueBrite Whiteboard, EchoScape	7 years
Whiteboards, Glass Boards, Urban Walls, Villa Walls, Duplex Walls	All materials	10 years
Acoustic Products	EchoScape 9MM & 18MM	3 years
Stackers, Modesty Panels	EchoScape & Acrylic	5 years
Worksurfaces	Series 100 & 300 Laminates	5 years
Worksurfaces	Thermal Fused Laminate (TFL)	2 years
Table Bases (Height adjustable and stationary)	Excluding electrical and pneumatic components	7 years
Electrical & Pneumatic Components	Height adjustable table bases, monitor arms, power strips, etc.	2 years
Non-electrical Accessories	Wire baskets, wire management trays, table connectors, CPU storage, accessory trays, clips, cups, etc.	7 years
Frames, Clamps & Mounting Hardware		10 years

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, improper cleaning, chemical damage, water, fire electrical surges, environmental factors or discoloration due to sunlight or indoor lighting.
- Damage caused by the carrier in-transit, which will be handled as claims against the carrier.
- Products which have been modified, altered, repaired or refurbished by someone other than Company, 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.
- Products used for rental purposes.



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- Variations in color. Dye lots often vary and therefore we cannot be held responsible for color variations due to different order times. If an exact color match is required, customer service must be notified in advance of order placement.
- Products made with Customer's Own Material (COM products) or materials not standardly offered by Company.
- Custom products may be covered, at Company's sole discretion.

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

If a product is defective in materials or workmanship, Company will replace or repair it subject to the provisions herein. 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 35 days after the original ship date, in which case all shipping charges will be paid by Company. This limited warranty is subject to the limitations, exclusions, and other provisions herein, and applies to Company product purchased after September 1, 2019 which are delivered within the USA and Canada.

Company will not be responsible for incidental damages, repairs, labor or other costs incurred in removal, return or reinstallation of defective product. Any other loss, expense, or damage incurred in replacing any defective product will be the responsibility of purchaser.

DISCLAIMERS

TO THE EXTENT ALLOWED BY LAW, COMPANY MAKES NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

LIMITED LIABILITY

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:

1. Contact your dealer 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, and description of the defect. Then provide your company name, address, telephone number and Purchase Order if known.
2. Company will review all pertinent information regarding the claim with the dealer, including inspection of the product if deemed appropriate and recommend appropriate corrective remedies to the dealer.

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