

## Highland House Furniture Customer Limited Warranty

### Our Commitment to You

This Highland House Furniture (“Highland House”) Customer Limited Warranty (the “Warranty”) covers products by Highland House Furniture. This Warranty is given only to you, the original retail purchaser. Highland House warrants the following Highland House products and parts against defects in workmanship and materials when put to “ordinary residential use” from the factory ship date (available from the selling authorized dealer) until the warranty expiration date and subject to the limitations and exclusions stated below. For purposes of this Warranty, “ordinary residential use” means use in a single-family dwelling with product maintenance performed and absent misuse, accidents or negligence. Any maintenance or cleaning performed outside of manufacturer’s instructions may void this warranty. These instructions are available at [www.highlandhousefurniture.com](http://www.highlandhousefurniture.com). Highland House will repair or replace, at Highland House’s discretion, any covered product or part found to be defective in workmanship or materials upon examination by an authorized Highland House representative.

### The Highland House Customer Limited Warranty

#### Upholstery

Upholstery: Highland House warrants standard, unaltered (not recovered) upholstery for one (1) year when put to ordinary, indoor residential use, subject to the limitations set forth below.

Upholstery Frames and Springs: Highland House warrants unaltered (not recovered) upholstery frames and springs for ten (10) years when put to ordinary residential use.

Cushion Cores: Highland House warrants cushion cores against loss of resiliency for two (2) years when put to ordinary residential use. During the next three-year period (that is, the third, fourth and fifth year following your purchase) you may purchase a replacement cushion and the purchase price will be prorated based on the number of years remaining in an expected life of the product of five (5) years. *Please note that the loss of resiliency should not be confused with the slight and expected softening and flattening of the polyester fiber, feather and down mixture, and foam components that occur as a result of normal use and aging. Such flattening and softening is not a material or manufacturing defect, and is not covered by this Warranty.*

Fabrics and Leathers: Highland House warrants the fabrics and leathers within Highland House’s standard product lines to be free from the following defects for one (1) year when put to ordinary residential use: sewn-seam failure, excessive fading (excluding fading from direct sunlight exposure), excessive pilling (unless pilling is a natural characteristic of the fabric), tearing or ripping and yarn failure. *Please note that the following are not material or manufacturing defects and are not covered by this Warranty: fabric characteristics that are inherent to their unique nature, such as color variation, natural fiber graining, yarn slubs and textural changes such as “naps” (the raised, fuzzy surface on fabrics such as velvet) that will show as visible hue or color changes after use (crushing and shading); slight and gradual wear including “pilling” (the formation of small balls of fuzz on the fabric surface) due to the friction of normal use; stretching and wrinkling due to normal use; and natural leather characteristics that are inherent to its unique nature, such as natural markings, color or grain variations, wrinkles and changes in color, texture, and stiffness with normal use. Certain*

*leathers are less susceptible to these changes and information about which leathers are most suitable for your desired use and outcome can be found on the back of Highland House leather swatches or can be provided by dealers of Highland House products.*

**Chair, Swivel, Rocker, Glider, Reclining, Sleeper and Motion Seating Mechanisms, and Casters:**

Highland House warrants chair, swivel, rocker, glider, reclining, sleeper and motion seating mechanisms, and casters for a period of three (3) years when put to ordinary residential use. Decorative brass or nickel casters are ornamental in nature and not intended to be used as weight bearing movement devices. Items with these types of decorative casters can be moved by careful rolling and will bear the furniture's own weight, but not beyond, when in motion. Damage resulting from the use of decorative brass or nickel casters as weight bearing movement devices is not covered by this Warranty.

**Sleeper Sofa Mattresses:** Highland House warrants innerspring sleeper sofa mattresses for a period of three (3) years when put to ordinary residential use.

**Electronic Components in Motion Seating Mechanisms:** Highland House warrants electronic components used in motion seating mechanisms for one (1) year when put to ordinary residential use.

**Casegoods**

**Wood Products:** Highland House warrants wood products for one (1) year when put to ordinary, indoor residential use, subject to the limitations set forth below.

**Stone, Glass, and Mirror Surfaces:** Highland House warrants stone, glass, mirror and all other non-wood surfaces for 180 days when put to ordinary residential use. *Please note that many stone surfaces have natural pits and voids which may or may not be filled with resin depending on the desired look and design of the product designer. These pits and voids are not considered defects unless excessive in size. Mirrored surfaces will often be antiqued and silver-leaf mirror backs will often have small character marks that are not considered defects. Mirror glass is sometimes hand cut/beveled and will show slight movement/waves in the bevel edge which is not considered a defect.*

**Finishes:** Highland House warrants standard finishes on wood surfaces for one (1) year when put to ordinary residential use. *Please note that the beauty of veneer and all wood products comes from the variations created by nature including color, grain, and texture. These variations are not considered defects and this Warranty does not cover color, grain, and texture variations associated with natural wood and grain seen in any finish color.*

**Hardware:** Highland House warrants casegoods hardware including pulls, handles, hinges, and locks for three (3) years when put to ordinary residential use. When available, replacement hardware will be provided for valid Warranty claims. If matching replacement hardware is not available, then Highland House will provide a set of similar hardware for the single wood product unit. Highland House warrants functional drawer glides for seven (7) years when put to ordinary residential use.

**Lighting:** Highland House warrants lighting products (includes table lamps, floor lamps, chandeliers, and lighting within casegood products) for one (1) year when put to ordinary residential use.

## **General Limitations and Exclusions**

The following limitations and exclusions apply to this Warranty:

- **The remedies provided in this Warranty shall be the sole and exclusive remedies for any and all losses or damages resulting from non-conforming goods or from any other cause and are in lieu of all other remedies, warranties or representations, express, implied or statutory, including but not limited to any implied warranty of merchantability or fitness for a particular purpose and all other obligations or liabilities, whether in contract or in tort, all of which are expressly disclaimed. Highland House disclaims and shall not be liable for incidental or consequential damages of any sort.**
- This Warranty is to the original purchaser from authorized dealers only.
- This Warranty is not transferrable.
- This Warranty does not cover normal wear and tear, or damage resulting from negligence; abuse; commercial or contract use; conditions resulting from any use for which the product was not designed; tampering or alteration; accidents; pets; after-market protective treatments; staining or discoloration caused by non-manufacturer approved cleaning products or techniques; surface spills; misuse; fading from direct sunlight; body oils; tanning lotions or other chemicals; and chipping, denting, scratching, and gouging that occur from handling after shipment of the product.
- This Warranty does not cover floor or display samples, or products designated “as is” at the time of purchase.
- Customer own material (“COM”) and customer own leather (“COL”) are excluded from this Warranty.
- Highland House’s obligations under this Warranty are limited to repair or replacement of the product(s) or part(s) covered by this Warranty that are, in Highland House’s sole discretion, found to be defective in workmanship or materials upon examination by an authorized Highland House representative. Refunds are not available.
- This Warranty does not cover non-compliance with applicable laws, regulations, codes, certifications and manufacturing standards if the product(s) or part(s) are misused, improperly installed, or modified in any respect after shipment from Highland House or after Highland House-approved assembly.

## **Claim Procedure**

Warranty claims must be made in writing through the Highland House authorized dealer from whom the furniture was purchased. To exercise your rights under this Warranty, please retain your dated receipt or proof of purchase indicating item style and fabric or leather description as you will need to submit such dated receipt or proof of purchase when making a claim.