

# Warranty Policy

## **CONDITIONAL LIFETIME WARRANTY (subject to exceptions below)**

Berco warrants its manufactured products are free of defects in design, material and workmanship for as long as the original purchaser owns them. If written notice of the defect is given to Berco within the applicable warranty period, Berco will repair or replace with comparable product, at Berco's choice, without charge to the original purchaser, which fails under normal use as a result of such defect.

## **Exceptions**

The following are exceptions from the lifetime warranty:

- One Year Warranty: Laminate self-edges, Veneer Tops, Soft Molded Edge Tops, Rainbow Tops, Quarry Resin Tops, Hospitality Chairs & Bases.
- Five Year Warranty: Millwork and other custom fabrication.
- Twelve Year Warranty: Booths
- Items not manufactured by Berco are covered by the Manufacturer Warranty, including: Chairs, Adjustable Height Pedestals, electrification, network accessories, laminate and solid surface material.
- Exclusions From Warranty:
  - Normal wear and tear
  - Customer's own material (COM)
  - Any product that has been abused, altered or subjected to any use other than that which was originally intended
  - Any product cleaned with a solvent-based cleaner
  - Products that were not installed, used, or maintained in accordance with product instructions and warnings
  - Matching of color, grain and texture of wood due to natural variations, which cannot be controlled

At Berco's sole discretion, we will repair or replace any item determined by Berco to be defective as a result of manufacturing defects. In no event shall liability under this warranty exceed the current depreciated price of the defective product.

BERCO'S LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY SPECIFICALLY DISCLAIMED. BERCO WILL NOT BE RESPONSIBLE FOR CONSEQUENTIAL OR PUNITIVE DAMAGES. BERCO NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE SALE OF ANY ITEM OR ANY PART THEREOF.

## **Labor**

Labor reimbursement for repairs, replacements or storage due to warranty issues is not covered by Berco's warranty plan. Invoices for labor charges on warranty items will not be honored unless approved in advance by VP of Sales. If approved, labor is limited to the following maximum amounts: Table: \$15; Top or Base only \$10; no labor for caster or glide replacement. Any approved labor will be issued as a credit on account.

## **Non-Obsolescence Statement**

Berco is committed to providing customers with products of comparable aesthetics and function for the life of the warranty period. Despite an effort to maintain full availability of our products, components or materials may become discontinued by our suppliers or by our continuing commitment to produce outstanding quality products. This includes, but is not limited to, finishes, accessories, laminates, and other functional components. Products qualifying for replacement under warranty will be replaced with products of most similar function or aesthetics in the event the identical product is no longer available, at the sole discretion of Berco. In no instance will Berco replace items not qualifying for warranty replacement due to not matching a warranty replacement item.

## **Legal Disclaimer**

This warranty is the Customer's sole remedy for product defect. This warranty does not cover damage by a carrier in transit. Berco makes no warranties, including the implied warranties of merchantability or fitness for a particular purpose, other than the expressed warranties contained herein. There are no other warranties express or implied. Berco shall not be liable for consequential or incidental damages arising from any product defect.