CHAIR WARRANTY INFORMATION

LIMITED WARRANTY AND EXCLUSIVE REMEDY

Berco Designs warrants that during a period of:

- five (5) years, for indoor wood chairs and barstools;
- two (2) years, for outdoor chairs, barstools, and sofas (excluding cushions; and pavilions, cabanas and components thereof);
- one (1) year, for indoor and outdoor tables, table tops, and bases; and
- one (1) year, for cushions (excluding fabric covered by the manufacturer's warranty)

from the date of shipment, such goods shall be free from structural defects under normal use and service. If, during such specified period, such goods shall fail to perform in accordance with Berco Designs' specifications, Berco Designs shall, at its expense and option, repair or replace such defective goods; provided, however, that Berco Designs shall not be responsible for any removal, installation, or reinstallation costs; and provided further, however, that if any such remedy shall fail of its essential purpose, Berco Designs' maximum and sole liability arising from or related to the Contract, or from any attempts to repair or replace such defective goods, shall be limited to payment of the purchase price, or the allocable portion of the purchase price which relates to the defective goods furnished under the Contract. THE FOREGOING WARRANTY AND REMEDY SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE WARRANTY AND REMEDY UNDER ANY AND ALL CIRCUMSTANCES.

The foregoing warranty shall be void if any of the following shall occur: (1) Customer's improper storage, transportation, installation, repair, or use of the goods; (2) unauthorized modification or misuse of the goods; (3) negligent use of cushions, such as ripping off the seat, cutting with a knife, or similar actions; (4) damage resulting from lack of care or maintenance; (5) Customer's failure to pay the invoice in full under the terms of the Contract; (6) Customer's return of any goods without an official return authorization number; or (7) Customer's violation of these Terms and Conditions or any other provisions of the Contract. Upholstery and other materials not manufactured by Berco Designs are covered solely by the manufacturer's warranty, if any.

DISCLAIMER OF ALL OTHER WARRANTIES

Berco Designs makes no warranty other than the limited warranty described or provided above. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. In no event shall Berco Designs be liable for, and Customer shall indemnify and hold Berco Designs harmless from: (1) any and all damages, direct, indirect, general, special, incidental, or consequential, WHETHER RESULTING FROM BERCO DESIGNS' NEGLIGENCE OR

CHAIR WARRANTY INFORMATION

OTHERWISE, arising out of, in connection with, or resulting from the goods sold hereunder, and (2) any and all claims, actions, suits, and proceedings which may be instituted in respect to the foregoing including, without limitation, those made by subsequent owners and users of the goods.