

WARRANTY

Lifetime Limited Warranty

JMJS, Inc. ("JMJS") Limited Lifetime Warranty warrants to the original purchaser that products sold under the OfficeSource® brand shall be free from substantial defects in original material and workmanship under normal use in standard office conditions for the time periods listed below.

Within the above warranty periods, JMJS agrees to repair, replace or refund the purchase price paid for the product, prorated based on usage time, or any portion of the product which has a substantial defective in original material or workmanship, provided that the original purchaser provides JMJS with prompt written notice of the substantial defective in material or workmanship.

THIS LIMITED LIFETIME WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF THE ORIGINAL PURCHASER, IRRESPECTIVE OF WHETHER THE CLAIMS OF THE ORIGINAL PURCHASER ARE MADE IN CONTRACT, TORT, WARRANTY, LAW, EQUITY, OR BY STATUTE. If a court of competent jurisdiction determines that the exclusive remedy set forth above has failed of its essential purpose, such a failure shall entitle the original purchaser to only a return of the purchase price of the product involved.

JMJS does not warrant any matching of colors, grains or textures. This limited warranty does not apply to damages resulting from (i) normal wear and tear, (ii) shipment, storage, alteration, misuse of the product or the failure to provide proper care and maintenance, or (iii) product installation or reconfiguration. Additionally, no custom products or products used for rental purposes are covered hereunder.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

EXCEPTIONS TO THE LIFETIME WARRANTY ARE AS STATED BELOW:

- Seating: All usage based on a standard 40 hour work week.
- 24/7 and big and tall chairs have a limited 2 year warranty.
- Upholstery materials and foam are warranted against unusual wear and deterioration for 2 years and casters and gas cylinders for all chairs are warranted against unusual wear and deterioration for 5 years.

This limited warranty is non-transferable. Authorization must be approved from JMJS in writing prior to incurring any repair charges. No costs incurred for labor or shipping are covered by this limited warranty unless previously agreed to in writing by an authorized officer of JMJS.

IN NO EVENT SHALL JMJS BE LIABLE TO THE ORIGINAL PURCHASER FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES IRRESPECTIVE OF WHETHER SUCH DAMAGES ARE ALLEGED TO ARISE IN TORT, CONTRACT, LAW, EQUITY, OR BY STATUTE.

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