

Limited Warranty

Devon Office Furniture warrants its product to be free from defects in material and workmanship to the extent that the product can be completely assembled and to the extent that the product can be utilized as intended. The limited warranty is made by Devon Office Furniture only to Customer, who purchases directly from Devon Office Furniture and assembles the product late for resale to an end-user (the "User").

Customer and Devon Office Furniture expressly agree that their responsibilities and remedies under this limited warranty are a condition of sale. This limited warranty is NOT applicable to end-users and is effective only for products, parts, or components purchased by Customer. The limited warranty period is **five years** from date of purchase.

Customer's remedy under this limited warranty is limited to replacement. This limited warranty shall not apply to any product that suffered damage as the result of normal wear and tear, negligence, abuse, accident, shipping damage, or product use, and installation other than in accordance with written instructions or warnings or for usage other than for which the product was designed.

The limited warranty is expressly inapplicable to shipping damage, damage or loss that may have occurred in transit. For this reason, it is important that damage or shortages be noted by Customer on the freight bill, and that a claim be filed immediately with the carrier involved for any damage or loss that occurred in transit. Concealed damage should be reported by the customer to the carrier immediately upon discovery.

Any claims under this limited warranty must be made by Customer, in writing, within 10 working days of delivery. Failure to make a warranty claim within this period shall constitute Customer's admission that the product shipped was free of any defect in material and workmanship and that the product shipped was capable of complete assembly as well as usage for which it was designed.

This limited warranty will not apply when the product has been altered, modified, repaired, or refurbished, or because of natural variations over which Devon Office Furniture has no control. When replacing a defective product, parts, or components, Devon Office Furniture does not guarantee matching color, grain, texture, or dye lots.

This limited warranty does not cover the cost of transportation or labor. All requests for replacement under this limited warranty must be submitted in writing and provide reference to the original invoice number and freight bill, providing proof of delivery for the product for which Customer is claiming warranty replacement. Product will not be accepted by Devon Office Furniture for warranty replacement without the expressed, written consent provided by Devon Office Furniture prior to shipment. All freight charges on product must be prepaid, as Devon Office Furniture will not accept freight collect shipments.

Devon Office Furniture makes no warranty that its product is suitable for any particular purpose other than usage for which they were designed and makes no other warranties, expressed or implied, other than those set forth within this limited warranty. In no event shall Devon Office Furniture be liable either in tort or in contract for any loss or direct, special, incidental, consequential, or exemplary damages.

No officer, employee, agent, or representative of Devon Office Furniture has the authority to assume greater liability or enlarge upon this limited warranty.

EXCEPT AS PROVIDED BY THE EXPRESSED TERMS OF THIS WARRANTY, DEVON OFFICE FURNITURE MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, TO ANY MATTER WHATSOEVER, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.