

1-YEAR LIMITED WARRANTY

- 1. Progressive Furniture Inc. provides limited warranty coverage to the original purchaser of this product for a period of one year from the date of purchase against defects in materials or workmanship of Progressive Furniture Inc. components. As used in this Warranty, "defect" means imperfections in components which substantially impair the utility of the product. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
- 2. There is no warranty coverage for defects or conditions that result from the failure to follow product assembly instructions, information or warnings, misuse or abuse, intentional damage, fire, flood, alteration or modification of the product, or use of the product in a manner inconsistent with its intended use, nor any condition resulting from incorrect or inadequate maintenance, cleaning, or care. There is also no warranty coverage for any products purchased "used" or "as is", at a distress or going-out-of business sale, or from a liquidator.
- 3. As the exclusive remedy under this Warranty, Progressive will (at its sole option) repair or replace any defective furniture component. Progressive may require independent confirmation of the claimed defect and proof of purchase. Replacement parts will be warranted for only the remaining period of the original Warranty. PROGRESSIVE SHALL HAVE NO LIABILITY for ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND and all such damages are EXCLUDED FROM THIS WARRANTY, such as loss of use, disassembly, transportation, labor or damage to property on or near the product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- 4. This Warranty applies only to warranted defects that first arise and are reported to Progressive within the warranty coverage period. The Warranty cannot be transferred to subsequent owners or users of the product, and it shall be immediately void in the event the product is resold, transferred or leased to any third party or person other than the original purchaser.
- 5. THERE ARE NO OTHER WARRANTIES APPLICABLE TO THIS PRODUCT. Under the laws of certain states, there may be no implied warranties from Progressive and all implied warranties, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE are disclaimed where allowed by law. TO THE EXTENT ANY IMPLIED WARRANTIES ARE APPLICABLE, ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY or the minimum period allowed by law, whichever is shorter. Some states do not allow limitations on how long an implied Warranty lasts, so the above limitation may not apply to you.
- 6. For Warranty inquiries or claims, please contact your Progressive Sales Representative. He will give you the name and phone number of the Progressive Customer Service Person that will handle your inquiry or claim. You can also contact Progressive at 1-419-446-4500. Progressive will require Warranty claims to be submitted by e-mail to your Customer Service Person or in writing to Progressive Furniture Inc., 502 Middle Street, Archbold, OH 43502 USA. Please include your sales receipt or other proof of purchase and a specific description with picture of the product defect.