

WARRANTY TERMS

<u>Product Category</u>	<u>Warranty Period</u> (in <u>Years from Delivery</u>)	<u>Coverage Exclusions and Details</u>
FURNITURE COLLECTION		
Wood Furniture	3	Warranty does not cover expansion, contraction or the effects of extreme high/low humidity or sun exposure. Wood furniture will have one or more of the following characteristics, which are not considered quality defects: variations in grain and color, knots, mineral streaks, pitch pockets. Warranty does not cover darkening of wood or finish, which occurs naturally with age.
Metal Furniture	3	Warranty does not cover rust or tarnishing resulting from scratches or abrasions to finish, or changes in patina, as it is a living finish that mellows with age. For indoor use only.
Mechanical Components of Furniture (drawer and door slides, table slides, lighting components, pocket door hinges, locks)	3	
Marble/Stone Tops	3	Warranty does not cover stains or changes in color/texture. Natural variations in both color and veining are to be expected.
Glass and Mirror Components of Furniture	1	Glass tabletops are not designed for seating. Small air bubbles, surface waviness, and lightly pitted areas may occur naturally during glass manufacture and are not considered quality defects.
Rattan Bamboo and Handwoven Products	3	For indoor use only.
UPHOLSTERY		
Upholstery Frames, Springs and Foundation Headboards	5 years for commercial use, Limited Lifetime Warranty for residential use	All upholstery is guaranteed as Residential Product, (Lifetime) This warrants the original purchaser against manufacturing defects for the lifetime of the product as long as it remains upholstered in the original fabric and location and is used under normal non-commercial conditions. Exclusions include improper use, accidental damage, abuse, or negligence.
Upholstered Backs, Seats, Headboards and Padding	3	Warranty does not cover normal compression of filling materials and applies to non-commercial use only.
Upholstered Loose Back Pillows & Seat Cushions	3	Warranty does not cover loss of resiliency, loft or crown (may compress up to one inch within first year). Warranty does not cover compression or feather loss
Workmanship: Stitching, Buttons and Zipper Closures	1	Tailoring defects must be reported within 30 days of delivery.
Residential Fabrics	As warranted by fabric mill	Indoor Residential, (Only as warranted by the fabric mill) Fabric manufacturers do not guarantee wearability, quality, colorfastness, shrinkage, wrinkling or stretching of fabrics. While we make every effort to select fabrics that are durable and colorfast, we regret that we are unable to honor adjustments, claims or credits involving these properties. Any adjustments will be at the discretion of said fabric manufacturer.
Contract Fabrics	1	Warranty does not cover wrinkling, fading, pilling or stains. Any retailer – or customer applied – stain protection treatment voids this warranty. Our fabrics are warranted to be free from manufacturing defects, seam slippage, fraying and dye transfer for one year. Individual Contract Fabric mills may also carry their own guarantee for longevity of use in a contract setting.
Contract Leather	1	Warranty does not cover natural markings, color change due to body oils or soil. Our leathers are warranted to be free from manufacturing defects, seam slippage, dye transfer and splitting for one year.
Wicker, Wicker-Look and Natural Material Frames	3	For indoor use only.
Motion Mechanisms (mechanisms for swivel chairs, swivel rockers, desk chairs, incliners, recliners, tilt-back chairs, sleep sofas and all castered items)	3	Power recliner warranty is one year.
SLEEP SELECTIONS		
Mattresses	5	Warranty does not include damaged top coils or border wires due to bending the set, structural damage from using an inappropriate bed frame or mismatched set, water damage, fabric coverings, handles, comfort preference or body impressions of less than 1.5%. Must purchase mattress with coordinating box spring or foundation.

Sleeper Sofa Mattress	5	This warrants the original retail purchaser against manufacturing defects of the innerspring sleeper mattress. This warranty applies to sleeper mattresses that are subjected to normal and non-commercial use. Softening of the foam and fiber is normal condition and does not constitute a defect. Coil: Warranty does not cover damage to coils or border wires due to bending the set, structural damage from using an inappropriate bed frame, water damage, fabric coverings, sagging, comfort preference, or body impressions of less than 1.5%. Air: Warranty does not cover punctures, tears or rips.
Sleeper Sofa Mechanism	3	This warrants the original retail purchaser against manufacturing defects on the Ultra Sleeper mechanism for 3 years when used in a residential non-commercial setting.
HOME & GARDEN		
Fabrics and Cushions	1	Warranty does not cover pilling, fading, mildew or stains.
Umbrellas	1	Warranty does not cover fading, stretching, rusting where scratched or mildew.
Glass Components	1	Glass tabletops are not designed for seating. Small air bubbles, surface waviness and lightly pitted areas may occur naturally during glass manufacture and are not considered quality defects.
Metal and All-Weather Woven Furniture	3	Warranty does not cover rust or tarnishing resulting from scratches or abrasion to finish or freeze damage due to improper storage.
Natural Stone/Marble Tops	2	Warranty does not cover stains or changes in color or texture. No two pieces of natural stone are exactly alike. Variations in both color and veining are to be expected.
ACCENTS/DÉCOR		
Area Rugs	1	Warranty does not cover fading, damage caused by water/moisture, pets or staining.
Broadloom	Various	Warranty does not cover fading, damage caused by water/moisture, pets or staining. Warranty is provided by the manufacturer. Consult manufacturer for details.
Window Treatment Hardware	1	Warranty does not cover improper installation or mechanical breakage.
Window Treatments Fabrics and Workmanship	1	Warranty does not cover fading, wrinkling, pet damage, improper installation, improper cleaning or shrinking
Bedcoverings, Pillows and Throws	1	Warranty does not cover fading, wrinkling, pet damage, improper cleaning or shrinking.
Bath Accessories	1	
Textiles	1	Warranty does not cover improper use or cleaning
Tabletop/Serveware	1	Warranty does not cover improper use or cleaning
Lighting	1	Warranty does not cover damages from failure to follow safety precautions (plugs, coverings), the use of bulbs with too-high wattage, expiration of light bulbs, natural aging of brass, expansion, contraction, extremes of high/low humidity, or improper installation.
Artwork and Mirrors	1	Warranty does not cover improper installation, fading, expansion, contraction or extremes of high/low humidity. Store credit for the original price paid, as full satisfaction of all valid warranty claims for Premier Collection items.
Functional Accents	1	Warranty does not cover improper installation, expansion, contraction, extremes of high/low humidity or use of other than intended. Warranty does not cover natural aging of brass, rust, or tarnishing resulting from scratches or abrasions to finish.
Decorative Accessories	1	Warranty does not cover natural aging of brass, rust or tarnishing resulting from scratches, abrasions to finish, expansion, contraction, extremes of high/low humidity or use other than intended.
Foliage	1	Warranty does not cover fading or pet damage.
Clocks	1	Warranty does not cover natural aging of brass, improper installation, improper maintenance and handling, expansion, contract, extremes of high/low humidity.
Table Pads	1	Warranty does not cover fading, damage caused by water/moisture or staining or warping.
Wallcovering	1	Warranty does not cover improper installation, fading, water/moisture, expansion, contraction wrinkling or staining

Warranty Disclaimer:

No warranty is valid or provided against normal wear and tear, damage from improper use, accidents, abuse, neglect, improper storage, or damage or appearance changes resulting from improper care or storage. Because certain items may include components that are hand-crafted and made with natural materials, variations in size, shape and color can be expected.

Jonathan Adler Limitations and Coverage Exclusions:

Implied Warranties: Jonathan Adler makes no implied warranties of merchantability or fitness for a particular purpose. These and all other implied warranties are specifically disclaimed. By implied warranties, Jonathan Adler references warranties that the law sometimes implies to have been given by the seller, even though they are not documented in writing. (Some states do not allow an exclusion or limitation on the length of an implied warranty, so the above exclusions/limitations may not apply to you.)

Because the craftsmanship involved and the natural materials used in the manufacturing process, minor variations will occur from piece to piece. Therefore, this warranty does not cover such minor differences or and differences between floor samples or printed literature and the furniture that is delivered. This warranty and remedies set forth above are exclusive and in lieu of all others, oral or written, expressed or implied. In no event will McCreary Modern be liable to you for any damages, including incidental or consequential damages, arising out of the use or inability to use this product.

Place of Purchase: This warranty protects Jonathan Adler purchases from Authorized Jonathan Adler Retailers only.

Household Use: This warranty applies only when you have purchased Jonathan Adler furniture and other products for your own normal household use, and not for resale or commercial use, which includes rental, business and institutional or other non-residential use.

Proper Care and Use: Proper care and usage are essential to preserving your rights under this warranty. This warranty does not apply if your Jonathan Adler merchandise is damaged by the use of detergents, abrasives or other harsh cleaning agents.

Accidents, Abuse and Normal Wear & Tear: This warranty does not cover damage resulting from negligence, abuse, normal wear and tear, or accidents: including (but not limited to) burns, cuts, scratches, tears, scuffs, watermarks, indentations or pet damage.

Product Modifications: Any product modification by retailer, consumer or other parties not authorized by Jonathan Adler will void this warranty.

Floor Samples, Warehouse Sale Items, or As-Is Purchases: This warranty does not cover floor samples, items purchased at a Warehouse Sale, or products designated "as is" at time of purchase.

Consequential or Incidental Damages: Jonathan Adler will not be liable for any loss, expense or damage other than to the furniture or other Jonathan Adler product itself that may result from a defect in the furniture; we are not liable for any consequential or incidental damages. (Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations/exclusions may not apply to you.)

Your Warranty Rights: This warranty gives you specific legal rights and you may also have other rights, which vary from state to state. Except for such other rights, the remedies provided under this warranty state the limit of the responsibilities of Jonathan Adler.

OUR PROMISE: Within the provisions, time allowances and limitations of this warranty, we promise to repair or replace, or provide a refund for, at our option, any part or parts we deem to have