

Effective as of January 3rd, 2022

RESPAWN LIMITED WARRANTY

Except as otherwise provided herein, OFM, LLC (“RESPAWN”) warrants that the RESPAWN products covered by this Warranty shall be free from defects in original material and workmanship for a period of five (5) years starting from the date of purchase of the RESPAWN product from RESPAWN’S website so long as the original purchaser owns them. In accordance with the terms of this Warranty, RESPAWN will repair or replace with comparable product, at RESPAWN’s option, free of charge (except as otherwise provided herein), any “RESPAWN” branded product or component distributed by RESPAWN purchased after October 1st, 2021, that is defective in material or workmanship and fails under Normal Commercial Use. “Normal Commercial Use” is defined as 8 hours a day, 5 days a week, with a weight capacity not to exceed 275 pounds.

Materials and Components Exceptions

The following RESPAWN materials and components are only covered under this Warranty for the time period provided, below. All time periods listed are from the date of purchase.

- 2 years on all fabric and material
- 2 years on electrical systems
- 2 years on any moving parts which would include but are not limited to chair mechanisms, castors, and gas lifts
- 2 years on table and desktops

Exclusions to the RESPAWN Limited Warranty are as follows:

RESPAWN does not warrant:

- Normal wear and tear, which are to be expected over the course of ownership
- Damage resulting from shipment, which will be handled under separate terms
- Damage resulting from storage of product in unsuitable environments or conditions, alteration, unauthorized repair, infestation, misuse, abuse, accident, acts of God, natural causes, and/or exceeding listed capacities
- Damage resulting from products not installed, used, or maintained in accordance with product specifications, instructions, and warnings, including, but not limited to, weight capacity.
- Products used for rental purposes

- Colorfastness or matching of colors, grains, or textures of covering materials
- Failure to provide reasonable and necessary installation, use, and maintenance (per product instructions)
- Transportation and labor costs associated with warranty replacements
- Modifications or attachments to the product not approved by RESPAWN
- Customer's Own Material (COM) fabric and Customer's Own Laminate (COL)

DISCLAIMER

This warranty applies only to "RESPAWN" branded products; all other products distributed by RESPAWN are specifically excluded. This warranty applies only to the original purchaser and is non-transferrable. This warranty is void if integrated components or features are substituted with non-RESPAWN or unauthorized components without previous authorization. This warranty will not be valid if damage to the product is caused by (1) normal wear and tear over the course of ownership, including puddling and pilling in materials; (2) sharp objects (e.g. writing utensils, heeled shoes, scissors, jewelry, keys); (3) extreme environmental conditions; (4) unintended usage or; (5) the use or storage of product in unsuitable environments or conditions.

TO THE EXTENT ALLOWED BY LAW, RESPAWN MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR ANY OF THE PRODUCTS LISTED HEREIN. RESPAWN SPECIFICALLY DISCLAIMS AND WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

SCOPE

Federal law does not permit the exclusion of certain implied warranties for consumer products. Therefore, if you are purchasing this product for home or personal use, the exclusion of implied warranties noted does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty applies only to products sold within the United States of America.

HOW TO MAKE A WARRANTY CLAIM

RESPAWN tests all products to ensure that you receive quality gaming furniture, but mistakes do happen. If you discover that your product is defective, then you can take the following steps to submit a warranty claim and receive support.

1. Go to our [Support](https://respawnproducts.com/pages/faq) page. (<https://respawnproducts.com/pages/faq>)
2. Select Warranty Claim.
3. To make sure that your product is eligible for a Warranty Claim you will be required to provide the following:
 - a. A clear photo of the damage of defective part.
 - b. A clear photo of the full item with your name written on a sheet of paper visible in the photo.
 - c. A photo of the bottom of the seat showing the model number, lot number, and manufacturing date.

All RESPAWN replacements and repairs will be completed at our sole discretion. For defects with faulty parts, RESPAWN may ship replacement parts to you, free of charge and provide you with the necessary assembly instructions. Replacement parts will be warrantied until the end of your initial warranty period or 30 days from the date that you received the replacement parts, whichever is later. It is possible that we will require you to ship back to us any faulty parts, and if so, we will cover all shipping costs associated with the collection of these parts.

QUESTIONS?

For any and all additional questions, please feel free to reach out to our dedicated customer experience team at support@respawnproducts.com.