

Warranty – Indoor Seating

Irwin Seating Company ("Seller") warrants to the original purchaser ("Buyer") its indoor fixed seating products against defects in material and workmanship from the date of shipment until the applicable time periods set forth below.

Warranty Periods:

Component	Warranty Period
Structural Standards	5 Years
Operating Mechanisms	5 Years
Plastic, Wood and Painted Components	5 Years
Upholstered Components	1 Year
Electrical and Power Components	1 Year

Seller at its option will either repair or replace with a comparable product within commercially acceptable standards any product which fails under normal and reasonable use for which the product is intended, provided such failure and written notification of such failure to Seller occurs within the applicable time period set forth above and that Buyer has paid the full project price. Alternatively, Seller may refund the purchase price paid for the returned defective product. Damage or repairs arising from abuse, accident, vandalism, improper installation, or alteration of the product subsequent to sale, shall not be considered to be a defect in material or workmanship. Notwithstanding anything to the contrary herein, this warranty shall include materials and freight for the applicable time period set forth above except Seller shall also pay for labor during the first two years of the warranty period.

THIS WARRANTY SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE OBLIGATION OF ANY SURETY SUPPORTING THIS WARRANTY CEASES ONE YEAR FROM THE DATE OF SHIPMENT.

Buyer's sole and exclusive remedy against Seller shall be for the repair or replacement of defective parts as provided herein and no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to Buyer. The sole purpose of this exclusive remedy shall be to provide Buyer with free repair and replacement of defective parts in the manner provided herein. This exclusive remedy shall not be deemed to have failed in its essential purpose so long as Seller is willing and able to repair, replace or refund the defective parts in the prescribed manner.

Buyer is responsible for regular maintenance of the products. "Regular maintenance" includes tightening of any loose assembly and attaching hardware, replacement of damaged components, cleaning of upholstery and other finishes, inspection of product components (including assembly hardware, moving parts and anchoring devices) and removal of dirt on any powder-coated steel, especially on attaching footplate. This work shall be performed at reasonable intervals based on frequency of use, but at least every six (6) months. Strenuous use requires weekly inspection. All hazards are to be corrected prior to further use.

Failure to give notice of any defect within the applicable time period or the failure to perform regular maintenance voids this warranty. This warranty specifically excludes and does not apply to: (a) customer's own material and non-standard color or surface finishes; (b) color fading of product; (c) user attached accessories or customer product changes either not installed by Seller or resulting in damage or changes to the product; (d) use of product outside that of normal wear and tear, including neglect, vandalism or misuse; (e) consumable components of products (e.g., light bulbs); or (f) natural variations of parts of products, including, but not limited to color fastness and natural variations in wood.

Seller's entire warranty is embodied in this writing, irrespective of any statements made by Seller's salesmen, employees, or agents about Seller's products. Any such statements do not constitute warranties, shall not be relied upon by Buyer, and are not part of this warranty. This writing is a complete and exclusive statement of the terms of Seller's warranty and may not be modified, altered, or amended except in writing and signed by an officer of Seller.

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Warranty – Outdoor Seating

Irwin Seating Company ("Seller") warrants its product against defects in material and workmanship for a one (1) year period from date of substantial completion. Seller will repair or replace any product, which fails under normal and reasonable use for which the product is intended. Damage or repairs arising from abuse, accident, vandalism, improper installation, or alteration of the product subsequent to sale, shall not be considered to be a defect in material or workmanship.

Purchaser is responsible for regular maintenance and inspection of the products. "Regular maintenance" shall include tightening of any loose assembly and attaching hardware, replacement of damaged components, cleaning of upholstery and other finishes, and removal of dirt on the powder-coated steel, especially on attaching footplate. This work shall be performed at reasonable intervals based on frequency of use, but at least every six (6) months. Regular inspection of product components, including assembly hardware, moving parts, and anchoring devices is also part of required maintenance. Strenuous use requires weekly inspection. All hazards are to be corrected prior to further use. Failure to comply with these maintenance requirements shall void this warranty.

THIS WARRANTY SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The parties agree that purchaser's sole and exclusive remedy against Seller shall be for the repair or replacement of defective parts as provided herein. Purchaser agrees that no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to purchaser. The sole purpose of this stipulated exclusive remedy shall be to provide purchaser with free repair and replacement of defective parts in the manner provided herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Seller is willing and able to repair or replace defective parts in prescribed manner.

Seller's entire warranty is embodied in this writing, irrespective of any statements made by Seller's salesmen, employees, or agents about Seller's product. Any such statements do not constitute warranties, shall not be relied upon by purchaser, and are not part of this warranty. This writing is a complete and exclusive statement of the terms of Seller's warranty and may not be modified, altered, or amended except in writing and signed by an officer of seller.

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