

Commercial Limited Warranty

emuamericas, llc warrants its Contract products to be free from manufacturing defects in materials or workmanship when used, maintained and stored under normal commercial use. This warranty applies to the original buyer from the date of purchase. The warranty period for most chairs and tables is 3 years. All compact laminate, high pressure laminate, molded laminate table tops and Advanced Collection items are warranted for a period of 2 years. All folding items, teak table tops, shade products and cushions are warranted for a period of 1 year. All other emuamericas chairs, tables and table tops are warranted for a period of 3 years. This warranty is limited to the repair or replacement of those products or parts of products, which emuamericas, llc finds and accepts as defectively manufactured during the warranty period, at no cost to the original owner. Replacement products or parts of products are warranted only for the remainder of the duration of the original warranty. In the event that the exact model of the defective product is unavailable, emuamericas, llc will replace with a comparable product.

emuamericas, llc will, at its option, (i) repair or replace defective products determined by emuamericas, llc to have been defective during the applicable warranty period, or (ii) refund the purchase price of such defective products in the event repair and replacement are not commercially practical or timely, or the original owner is willing to accept such refund: provided, however, that any such refund shall be an amount equal to the purchase price paid by the original owner for such defective products less depreciation, for example, at a rate of 33 1/3 percent per year for products warranted for three (3) years.

All warranty claims must be made by the original owner in writing and must be made within thirty (30) days after the expiration of the applicable warranty period. All warranty claims must provide a description of the alleged defect, and must include a proof of purchase containing the date of purchase and the price paid by the original owner of the products. In addition, in order to assist emuamericas, llc in making a determination of whether or not product products are defective, the original owner must either (i) return a sample of the allegedly defective product or (ii) provide emuamericas, llc with a photograph of the allegedly defective products depicting the alleged defect. In the event a photograph is submitted to emuamericas, llc by the original owner, emuamericas, llc may require, prior to any repair, replacement, or refund, that the original owner provide emuamericas, llc with an affidavit warranting that such products have been destroyed and that no one will use such products in the future. Failure to comply with these warranty procedures shall void this warranty. This limited warranty also does not cover damaged or defective products resulting from the unreasonable or abusive use of products, including, without limitation, use of products on slippery and/or uneven surfaces and use of products to support excessive weight, the lack of proper care and maintenance of products, acts of nature, use of products for other than their intended purposes, or the use of products other than according to specifications and limitations established by emuamericas, llc from time to time. This limited warranty is the original owner's exclusive remedy and it shall not be deemed to have failed of its essential purpose so long as emuamericas, llc is willing and able to repair or replace defective products or to refund the purchase price of products as specified herein. No allowance will be made for unauthorized repairs or replacements made by the original owner.

In no event shall emuamericas, llc liability to the original owner ever exceed the total purchase price of the defective product(s). emuamericas, llc shall not, in any event, be liable for consequential, incidental, or special damages, including, without limitation, lost profits, injury to persons, or other damages, whether arising from any product defect, use of products, or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the original owner. However, the limitations and exclusions contained in this limited warranty shall apply to the maximum extent permitted under state law. No other express warranties of any type shall apply. The duration of any implied warranty is limited to the express warranty period provided herein. Some states do not allow limitations on how long an implied warranty lasts, so the