

Warranties, Terms and Conditions

November 2017

BADGER STATE INDUSTRIES TEN YEAR Limited Warranty

Badger State Industries (BSI) warrants that its furniture products are free from defects in materials and workmanship for a period of 10 years, except as set forth below. This Warranty begins with the date of manufacture by BSI for the original purchaser and for delivery within the United States after November 2017.

This warranty covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. If a product is defective, and if written notice of the defect is given to BSI within the applicable warranty period, BSI, at its option, will either repair or replace the defective product with a comparable component or product or provide a refund of the purchase price. BSI reserves the right to determine the labor method used during repair or replacement of product.

The warranty does not apply to damage caused by carrier other than BSI, alterations to product not expressly authorized by BSI, nor to products considered to be of a consumable nature such as light bulbs, light ballasts and surge suppression products. If damage by a carrier other than BSI has occurred and BSI arranged for the transportation BSI will file freight claims.

Some natural variations occurring in wood, leather, or other natural materials are inherent to their character and are not considered defects. BSI warrants the matching of color, grain or texture to within commercially acceptable standards. A product will not be considered defective, and BSI will not be obligated to replace it, if the product was not installed or used for its stated purpose.

The BSI Warranty is based upon normal use within a commercial office setting of single shift, eight (8) hours per day, five (5) days per week and does not apply to normal wear and tear or failures due to abuse, misuse or accident. Standard seating is rated for individuals of 250 lbs. or less. Heavy duty products are available with commensurate warranties to accommodate 24X7 usage and additional weight limits.

Modifications to U.L. Listed products or failure to follow written installation or user guides voids product warranty.

Except as stated above, BSI makes no express or implied warranties as to any product and in particular makes no warranty of fitness for any particular use. At BSI's option, product repair, replacement, or refund of purchase price is the customers exclusive remedy for any and all product defects.

BSI will not be liable for consequential, economic, or incidental damages arising from any product defect.

PRODUCT LINE WARRANTY

Freestanding Desking

- ✓ Desks 10 Years
- ✓ Overheads 10 Years
- See Exclusions**

Case goods

- ✓ Case goods – Marathon 10 Years
- See Exclusions**

Files & Storage

- ✓ Files & Storage 10 Years
- See Exclusions**

Institutional Furniture

- ✓ Metal Furniture 10 Years
- See Exclusions**

Library Furniture

- ✓ Library Furniture 10 Years
- See Exclusions**

Panel Systems

- ✓ Systems Furniture 10 Years
- See Exclusions**

Seating

- ✓ Lounge Seating
- ✓ Guest Seating 10 years
- ✓ Stack/Nesting (including tablet arms) 10 Years
- ✓ Task/Desk 10 Years
- ✓ Stools 10 Years
- ✓ Cylinders & Mechanisms (parts only, Labor 2 Years) 10 Years
- See Exclusions**

Tables (also see Desking)

- ✓ Conference 10 Years
- ✓ Flip-top 10 Years
- ✓ Height Adjustable 10 Years
- ✓ Fixed Leg 10 Years
- ✓ Folding 10 Years
- See Exclusions**

**Exclusions

- ✓ BSI provided fabrics, leather, mesh, upholstery and vinyl when used in accordance with BSI published user guides 5 Years
- ✓ Customer Owned Materials (COM) products 1 Year
- ✓ Foam, casters, slides, glides, task lighting and adjustable height work surfaces 1 Year
- ✓ Non-Standard Products that alter product function 1 Year
- ✓ All ergonomic accessories (sit/stands, monitor arms, keyboards, etc.) 1 Year