

#### WARRANTY INFORMATION

### **UPHOLSTERED FURNITURE**

Leather and Fabric

#### **CASEGOODS**

And Occasional Furniture

#### **LIMITED WARRANTIES**

Limited Warranties are non-transferable. The following Limited Warranties are given to the <u>original retail</u> <u>purchaser</u> of the following Ashley Furniture Industries, Inc. Products:

# Frames Used In Upholstered and Leather Products

# Limited Lifetime Warranty

A <u>Limited Lifetime Warranty applies to all frames used in sofas, couches, love seats, upholstered chairs, ottomans, sectionals, and sleepers</u>. Ashley Furniture Industries, Inc. warrants these components to you, the original retail purchaser, to be free from material manufacturing defects. Lifetime means the normal useful life of the product. Ashley Furniture Industries, Inc. will pay, within one year from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts and shipping costs from the retailer to and from Ashley Furniture Industries, Inc., or a repair center designated by the Customer Service Department of Ashley Furniture Industries, Inc., at no charge to the original retail purchaser. <u>After one year from the date of purchase, the frame warranty covers replacement parts only</u>, and the <u>original retail purchaser will be responsible for labor, packing, and all shipping and transportation costs</u>.

# **Springs**

# 5 Year Limited Warranty

The metal spring systems are sinuous, wire seat springs, and, where applicable, back springs, and are secured by heavy gauge tie wires clipped at all intersections. Ashley Furniture Industries, Inc. warrants these systems to you, the original retail purchaser, for five years from the date of purchase, against spring breakage caused by metal fatigue or spring clips pulling loose from the frame. Ashley Furniture Industries, Inc. will pay, within one year from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts and shipping costs from the retailer to and from Ashley Furniture Industries, Inc., or a repair center designated by the Customer Service Department of Ashley Furniture Industries, Inc., at no charge to the original retail purchaser. After one year from the date of purchase, the spring warranty covers replacement parts only, and the original retail purchaser will be responsible for labor, packing, and all shipping and transportation costs.

## **Recliner Mechanism**

# 5 Year Limited Warranty

Ashley Furniture Industries, Inc. warrants to you, the original retail purchaser, all mechanisms used in recliners for five years from the date of purchase, to be free from material manufacturing defects. Ashley Furniture Industries, Inc. will pay, within one year from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts and shipping costs from the retailer to and from Ashley Furniture Industries, Inc., or a repair center designated by the Customer Service Department of Ashley Furniture Industries, Inc., at no charge to the original retail purchaser. After one year from the date of purchase, the recliner mechanism warranty covers replacement parts only, and the original retail purchaser will be responsible for labor, packing, and all shipping and transportation costs.

# Sleeper Mechanism

# 3 Year Limited Warranty

Ashley Furniture Industries, Inc. warrants to you, the original retail purchaser, all mechanisms used in sleepers for three years from the date of purchase, to be free from material manufacturing defects. Ashley Furniture Industries, Inc. will pay, within one year from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts and shipping costs from the retailer to and from Ashley Furniture Industries, Inc., or a repair center designated by the Customer Service Department of Ashley Furniture Industries, Inc., at no charge to the original retail purchaser. After one year from the date of purchase, the sleeper mechanism warranty covers replacement parts only, and the original retail purchaser will be responsible for labor, packing, and all shipping and transportation costs.

# Cushioning

# 1 Year Limited Warranty

All seat cushion cores will soften with normal use and will conform to the shape of the user. This shall be considered normal wear, and shall not be considered a loss of resiliency or a material manufacturing defect. Within one year from the date of purchase. Ashley Furniture Industries. Inc. will replace, for the original retail purchaser only, a cushion core in an unattached (loose) seat cushion (an "Unattached Cushion") that has material manufacturing defects. provided that the original retail purchaser (i) follows the Claim Procedure set forth herein and (ii) returns the defective cushion core contained within an Unattached Cushion to Ashley Furniture Industries, Inc., Attn: Director of Quality at Ashley Furniture Industries, Inc.One Ashley Way, Arcadia, WI 54612, together with the product serial number and other information required under the Claim Procedure set forth in these Limited Warranties. With respect to a cushion core in a seat cushion which is attached to the product (an "Attached Cushion"), Ashley Furniture Industries, Inc., within one year from the date of purchase, will repair or replace, at its option, for the original retail purchaser only, a cushion core, in an Attached Cushion, which has material manufacturing defects, provided that the original retail purchaser follows the Claim Procedure set forth in these Limited Warranties. With respect to an Attached Cushion, Ashley Furniture Industries, Inc. will pay, within one year from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts and shipping costs from the retailer to and from Ashley Furniture Industries, Inc., or a repair center designated by the Customer Service Department of Ashley Furniture Industries, Inc., at no charge to the original retail purchaser.

### **Sleeper Mattress**

## 3 Year Limited Warranty Pro-rated

Ashley Furniture Industries, Inc. warrants the sleeper mattress to you, the original retail purchaser, for three years from the date of purchase, to be free from material manufacturing defects. This warranty begins on the date of purchase. During the first year, the mattress will be repaired or replaced at no cost to the original retail purchaser. Ashley Furniture Industries, Inc. will pay, within one year from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts and shipping costs from the retailer to and from Ashley Furniture Industries, Inc., or a repair center designated by the Customer Service Department of Ashley Furniture Industries, Inc., at no charge to the original retail purchaser. After the first year of use, the mattress will be replaced for the original retail purchaser on the following pro-rated basis:

Years in Use Percent of Replacement Cost Paid by Customer

1 but less than 2 10% 2 but less than 3 20%

After one year from the date of purchase, the original retail purchaser will be responsible for labor, packing, and all shipping and transportation costs.

#### Leather

# 1 Year Limited Warranty

Ashley Furniture Industries, Inc. warrants to you, the original retail purchaser, for a period of one year from the date of purchase, all leather to be free from defects in materials and workmanship, seam slippage, cracking, and dye transfers. Leather is a natural product, and, as such, each hide will reflect its own individuality. Some variations of shade and tone are to be expected as are the nicks, scratches, and wrinkles that only occur in genuine leather; these characteristics are in no way to be considered a defect. Ashley Furniture Industries, Inc. will pay, within one year from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts and shipping costs from the retailer to and from Ashley Furniture Industries, Inc., or a repair center designated by the Customer Service Department of Ashley Furniture Industries, Inc., at no charge to the original retail purchaser.

#### **Upholstered Fabric**

#### 1 Year Limited Warranty

Ashley Furniture Industries, Inc. warrants to you, the original retail purchaser, for a period of one year from the date of purchase, all upholstered fabrics against seam slippage, fraying, and dye transfers. This warranty does not cover tears, flattening of nap, pilling, fading, or shrinking and is not valid when heavy soiling or abuse is evident. This warranty also does not cover protective finishes, velvets, velvet types, and Orlon, since by their very nature, these fabrics are of soft texture and will crush, shade and mark more readily than most fabrics; these characteristics are in no way to be considered a defect. Ashley Furniture Industries, Inc. will pay, within one year from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts and shipping costs from the retailer to and from Ashley Furniture Industries, Inc., or a repair center designated by the Customer Service Department of Ashley Furniture Industries, Inc., at no charge to the original retail purchaser.

#### **Finishes and all Other Furniture Products**

### 1 Year Limited Warranty

All finishes and other parts, components, and other furniture products not specifically included in the above Limited Warranties, including but not limited to dining room tables, chairs, occasional tables, beds, dressers, marble tops, granite tops, desks, curio cabinets, china cabinets, buffets, entertainment centers, lamps, electrical components, recliner pull cords and handles incorporated into any furniture product, are warranted by Ashley Furniture Industries, Inc. to you, the original retail purchaser, for one year from the date of purchase, to be free from material manufacturing defects. Ashley Furniture Industries, Inc. will pay, within one year from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts and shipping costs from the retailer to and from Ashley Furniture Industries, Inc., or a repair center designated by the Customer Service Department of Ashley Furniture Industries, Inc., at no charge to the original retail purchaser.

# LIMITATIONS AND EXCEPTIONS

#### Remedy

Under these Limited Warranties, the sole liability of Ashley Furniture Industries, Inc. is limited to repair, or at its option, replacement. Ashley Furniture Industries, Inc. will pay, within one year from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts and shipping costs from the retailer to and from Ashley Furniture Industries, Inc., at no charge to the original retail purchaser. After one year from the date of purchase, the original retail purchaser will be responsible for labor, packing, and all shipping and transportation costs.

#### All Products

These Limited Warranties provide coverage to the original retail purchaser and do not apply to rented, business, commercial, institutional, or other non-residential uses. These Limited Warranties do not apply to (i) merchandise that was, at any time, used as a floor sample or display model, (ii) any merchandise purchased "as is" or second-hand, (iii) any merchandise purchased at a distress sale or a going-out-of business sale, or (iv) any merchandise purchased from a liquidator. All warranties, whether express or implied, cover only normal household usage. No warranty, express or implied, applies to any condition resulting from misuse, abuse, delivery or transportation damage, nor any condition resulting from incorrect or inadequate maintenance, cleaning or care. Warranty is null and void if furniture has been moved from original point of delivery to consumer.

# Chemical Treatments

These Limited Warranties do not cover damages or defects caused by use of chemical treatments or protective coatings on the finish, leather, or upholstered fabric by the retailer or the original retail purchaser, and any such chemical treatments or protective coatings voids all warranties of Ashley Furniture Industries. Inc..

### Leather, Upholstered Fabric and Finishes

The Limited Warranties on "Leather", "Upholstered Fabric" and "Finishes and all Other Furniture Products" do not cover (i) damages resulting from excessive soiling, improper or unapproved cleaning methods, (ii) fading or other damages resulting from exposure to sunlight, (iii) damages resulting from household humidity, or (iv) damages resulting from any liquid, including but not limited to alcohol and water. CAUTION: Any use of improper or unapproved cleaning methods voids all warranties of Ashley Furniture Industries, Inc..

### Modifications to Products

These Limited Warranties do not apply to any products that have been altered by any person, dealer, or company without the express written authorization of Ashley Furniture Industries, Inc..

#### **Implied Warranties**

IMPLIED WARRANTIES, INCLUDING ANY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IMPOSED ON THE SALE OF THIS FURNITURE AND ITS PARTS UNDER STATE LAW, ARE LIMITED TO THE FOLLOWING DURATIONS:

SPRINGS 5 YEARS
RECLINER MECHANISMS 5 YEARS
SLEEPER MECHANISM 3 YEARS

SLEEPER MATTRESS 3 YEARS, PRO-RATED

LEATHER 1 YEAR
UPHOLSTERED FABRIC 1 YEAR
CUSHIONING 1 YEAR
FINISHES AND ALL

OTHER FURNITURE PRODUCTS 1 YEAR

(INCLUDING PARTS AND COMPONENTS)

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE

#### **DISCLAIMER**

NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF ASHLEY FURNITURE INDUSTRIES, INC. WITH RESPECT TO THE FURNITURE AND ITS PARTS, OR THE OPERATION, REPAIR, OR REPLACEMENT OF THE FURNITURE AND ITS PARTS. FURTHERMORE, NO REPRESENTATIVE OF ASHLEY FURNITURE INDUSTRIES, INC. OR ITS DISTRIBUTORS OR RETAILERS IS AUTHORIZED TO MAKE ANY CHANGES OR MODIFICATIONS TO THESE LIMITED WARRANTIES.

SOME RETAILERS OFFER EXTENDED OR ADDITIONAL WARRANTIES, INCLUDING BUT NOT LIMITED TO EXTENDED OR ADDITIONAL FABRIC WARRANTIES, EITHER FROM THE RETAILER OR THROUGH A THIRD-PARTY. ASHLEY FURNITURE INDUSTRIES, INC. SHALL NOT BE LIABLE UNDER ANY EXTENDED OR ADDITIONAL WARRANTIES OFFERED BY ANY RETAILER OR THROUGH A THIRD-PARTY.

IN NO EVENT SHALL ASHLEY FURNITURE INDUSTRIES, INC. BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH AS LOSS OF USE, INCONVENIENCE, LOSS OR DAMAGE TO PERSONAL PROPERTY, WHETHER INDIRECT OR DIRECT, AND WHETHER ARISING IN CONTRACT OR TORT. IN NO EVENT SHALL ASHLEY FURNITURE INDUSTRIES, INC'S. RESPONSIBILITY EXCEEDS THE PURCHASE PRICE OF THE PRODUCT OR ITS REPLACEMENT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

#### REMEDY AND CLAIM PROCEDURE

Remedy

Under these Limited Warranties, Ashley Furniture Industries, Inc.'s exclusive obligation during the applicable warranty period is to repair or replace, at its option, any part or parts found, upon examination by an authorized manufacturer's representative of Ashley Furniture Industries, Inc., to contain a material manufacturing defect. For all of its products, other than an Unattached Cushion (as defined in the topical heading "Cushioning"), Ashley Furniture Industries, Inc. will pay, within one year from the date of purchase by the original retail purchaser, reasonable and customary labor rates to repair or replace the defective parts and shipping costs from the retailer to and from Ashley Furniture Industries, Inc., or a repair center designated by the Customer Service Department of Ashley Furniture Industries, Inc., at no charge to the original retail purchaser. After one year from the date of purchase, the original retail purchaser will be responsible for labor, packing, and all shipping and transportation costs.

If within the warranty period, identical materials are unavailable at the time of repair or replacement, Ashley Furniture Industries, Inc. reserves the right to substitute materials of equal or better quality. Replacement fabrics may vary in color from the original due to dye lot differences.

To obtain warranty services for cushioning in seat cushions, the purchaser must comply with the requirements set forth in this warranty under the topical heading of "**Cushioning**".

Any item repaired or replaced under these Limited Warranties will be covered by the Limited Warranties for the remainder of the original warranty period only.

#### **Claim Procedure**

If a problem should arise which you feel is covered by our Limited Warranties, contact the Ashley Furniture Industries, Inc. authorized retailer from whom you purchased your furniture. The original bill of sale and the product serial number are necessary for the fulfillment of the warranty. Please make sure any claim for warranty service is accompanied by the necessary information to satisfy the warranty requirements. If necessary, the retailer will contact Ashley Furniture Industries, Inc. to establish service. If the problem can be easily corrected, Ashley Furniture Industries, Inc. will authorize the retailer to make those repairs. Ashley Furniture Industries, Inc. reserves the right to require defective parts be returned upon request.

Ashley Furniture Industries, Inc. is not responsible for scheduling or the cost of transporting your furniture from your home to the retailer or from the retailer to your home. You must make those arrangements with the retailer. If you or the retailer have moved and you need service, contact Ashley Furniture Industries, Inc. in writing or call our Customer Service number.

Ashley Furniture Industries, Inc. Warranty and Retailer Information

Ashley Furniture Industries, Inc.
One Ashley Way
Arcadia, WI 54612

Customer Service Phone: 800-477-2222

# **CAUTION**

Motion furniture (recliners, sleeper sofa, etc.) has many moving parts. Caution must be used in operation (opening, closing, etc.). Children should not be allowed to play on or operate motion furniture. Always leave recliners in an upright and closed position and keep hands and feet clear of mechanism. Only the occupant should operate it.

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#### Claim Procedure

If a problem should arise which you feel is covered by our Limited Warranties, contact the Ashley Furniture Industries, Inc. authorized retailer from whom you purchased your furniture. The original bill of sale and the product serial number are necessary for the fulfillment of the warranty. Please make sure any claim for warranty service is accompanied by the necessary information to satisfy the warranty requirements. If necessary, the retailer will contact Ashley Furniture Industries, Inc. to establish service. If the problem can be easily corrected, Ashley Furniture Industries, Inc. will authorize the retailer to make those repairs. Ashley Furniture Industries, Inc. reserves the right to require defective parts be returned upon request.

Ashley Furniture Industries, Inc. is not responsible for scheduling or the cost of transporting your furniture from your home to the retailer or from the retailer to your home. You must make those arrangements with the retailer.

Each authorized Ashley Furniture HomeStore and dealer is independently owned and operated. Each store sets their own policies regarding returns and exchanges. Please contact the store where you purchased your furniture