

## **KINDEL FURNITURE COMPANY ONE-YEAR LIMITED WARRANTY**

Kindel Furniture Company ("Kindel") extends this One-Year Limited Warranty ("Warranty") to the Original Residential Purchaser ("Purchaser") of furniture manufactured by Kindel. This Warranty does not apply to any subsequent purchaser of the furniture. This Warranty begins on the original date of purchase. Purchaser acknowledges and agrees that the purchase price of the furniture includes this Warranty.

Kindel expressly warrants to Purchaser for a period of one (1) year from and after the original date of purchase, that the furniture shall be free from defects in manufacture, workmanship, and materials. Kindel will, without charge, repair or replace (in its sole discretion) any furniture that fails due to defects in manufacture, workmanship, or materials during the Warranty period without charge. To obtain service under this Warranty, you must contact the original furniture retailer from whom you purchased the furniture product and provide the serial number and proof of the original purchase. All packing and transportation charges for delivering the furniture product requiring service to the retailer are the responsibility of the Purchaser. Kindel will pay for all transportation charges between the retailer and our factory. If a problem occurs and you or the retailer has moved, visit Kindel at [www.kindelfurniture.com](http://www.kindelfurniture.com). If identical materials are unavailable at the time of repair, Kindel reserves the right to substitute materials of equal quality. If your product is repaired or replaced, this Warranty will not be renewed or extended. This Warranty does not apply to any defects or damage caused by: (a) normal wear and tear; (b) modification, alteration, repair, or service of the furniture by anyone other than Kindel; (c) physical abuse, accident, neglect, improper care or storage, use of detergents, abrasives, or other harsh cleaning products, or misuse of the furniture; (d) any use of the furniture other than that for which it was intended; or (e) shipment of the furniture to Kindel for service. This Warranty also does not apply to any upholstery, cushions, or fabrics. Due to the craftsmanship and/or the use of natural materials in Kindel furniture products, minor variations will occur from piece to piece. Therefore, this Warranty does not cover such minor variations or differences between floor samples or printed illustrations, and the purchased furniture item.

**KINDEL MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXCEED THE ABOVE OBLIGATIONS ARE HEREBY EXCLUDED AND DISCLAIMED BY KINDEL. NO REPRESENTATIVE OF KINDEL OR ITS DISTRIBUTORS OR DEALERS IS AUTHORIZED TO MAKE ANY CHANGES OR MODIFICATIONS TO THIS WARRANTY.**

Purchaser acknowledges and agrees that Kindel's liability and Purchaser's sole remedy, whether in contract, under any warranty, in tort (including negligence), in strict liability, or otherwise shall not exceed the return of the amount of the purchase price paid by Purchaser, and under no circumstances shall Kindel be liable for any special, incidental, or consequential damages, including but not limited to, personal injury, property damage, damage to or loss of equipment, lost profits or revenue, costs of renting replacements and other additional expenses, even if Kindel has been advised of the possibility of such damages. The price stated for the furniture is a consideration in limiting Kindel's liability and Purchaser's remedy. Kindel shall not be liable for any damages, losses, or expenses as a result of Purchaser's negligence, whether deemed active or passive, and whether or not any such negligence is the sole cause of any such damage, loss, or expense. This Warranty shall be governed by and enforced in accordance with the laws of the State of Michigan, without regard to any of its conflict of laws principles. Any and all disputes arising out of or in connection with this Warranty shall be brought in the state courts of Michigan, County of Kent, or in the U.S. District Court for the Western District of Michigan. Purchaser waives, to the fullest extent possible, the defense of inconvenient forum and irrevocably consents to the exercise of jurisdiction by any Michigan or Federal court sitting in Kent County.

This One-Year Limited Warranty applies to all Kindel Furniture purchased after October 15, 2008.