

## Statement of Limited Warranty

Subject to the limitations set forth below, Images of America, Inc. ("IoA") warrants to the original purchaser and subject to the limitations stated herein that, all merchandise manufactured by IoA (except electrical components) shall be free of defects in material and workmanship for a period of TWELVE (12) YEARS. Electrical components shall carry a FIVE (5) YEAR warranty. No other person or entity is authorized to make or express any warranty, promise, and affirmation of fact or assume any other liability on behalf of IoA in connection with its products except, as specifically set forth in the warranty. IoA does not make any warranties other than those included within this Statement of Limited Warranty.

All warranty periods start running as of the product's original shipping date from IoA to the original purchaser. During the applicable warranty period, IoA will repair or replace, at IoA's sole discretion, defective products free of charge.

To request warranty service, the original purchaser must send a detailed description of the specific defect as well as the date the product was purchased, the original purchase invoice number (or other documentation that establishes proof of purchase) to IoA, Inc., 829 Blair St., Thomasville NC, 27360 or by fax to 336.476.3016 or by e-mail to [ioa@ioa-hcf.com](mailto:ioa@ioa-hcf.com).

### 1) The TWELVE YEAR warranty applies to the following:

- A) All moving and nonmoving components within IoA-manufactured chairs, tables, recliners, and sleepers including the non-electrical mechanisms included within any such product.
- B) The structural components comprising IoA-manufactured products including arms, seats, back rest and foot rest construction.
- C) This warranty includes all parts and labor required for the repair or replacement of covered parts/components.

### 2) The FIVE YEAR warranty applies to the following:

- A) All electric motors, transformers, switches, wiring and any additional electrical components within an IoA manufactured product.
- B) This warranty includes all parts and labor required for the repair or replacement of covered parts/components.

### 3) This Statement of Limited Warranty does not apply to the following:

- A) Damages to IoA products caused by purchaser's transfer, storage, handling, maintenance, accident, modifications, alterations, or repair/service to a product performed by anyone other than IoA's personnel.
- B) Damages caused by purchaser's installation of an IoA product in a manner not in accordance with either IoA's recommended installation instructions or standard industry procedures.
- C) Damages caused by purchaser's abuse, misuse and/or negligence of or with respect to the IoA product.
- D) Damages caused to an IoA product in purchaser's possession due to fire, flood, excessive corrosion, acts of God, war or terrorism.
- E) Damages to an IoA product's wood finishes caused by impact and/or abrasion.
- F) Covering materials and fabrics incorporated into or on an IoA product.
- G) Damages caused to an IoA product by chemical agents or solvents including without limitation, germicides, but excluding alcohol or bleach solutions.
- H) Damages sustained during transit to any IoA product that were NOT noted by the purchaser on the original bill of lading at the time of delivery.
- I) Changes in color to an IoA product caused by excessive sunlight or intense lighting.
- J) Noises emitted from an IoA product (including, without limitation, squeaks and popping).

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TO THE EXTENT PERMITTED BY LAW, IOA HEREBY DISCLAIMS ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF ANY IMPLIED WARRANTY ARISES UNDER STATE LAW, ANY AND ALL IMPLIED WARRANTIES (INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY, TO THE EXTENT ALLOWED BY LAW. IN NO EVENT SHALL IOA HAVE ANY OTHER LIABILITY OR ANY MONETARY LIABILITY TO BUYER IN EXCESS OF THE PURCHASE PRICE OF IOA PRODUCTS. IOA EXCLUDES AND WILL NOT BE LIABLE FOR OR PAY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER IOA'S WARRANTIES. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO PURCHASER.

The language within this Statement of Limited Warranty shall be construed according to the laws of the State of North Carolina without regard to its choice of law provisions. The parties acknowledge the exclusive jurisdiction of the federal and state courts of the State of North Carolina. Any claims or disputes under this Statement of Limited Warranty shall be heard exclusively in any state or federal courts sitting in Davidson County, North Carolina, and both parties expressly consent to the personal jurisdiction and venue of the North Carolina state and federal courts for such actions.

For any assistance, questions or comments, please contact:  
IOA Customer Service at (336) 475-7106.

All prices herein are list prices effective with the date printed on the cover, and supersede all other published price lists. Prices are subject to change without notice, unless quoted in writing.