

## Great Expectations

You have them as a Haworth customer and so do we. And because we value our customers, we cover our products with this **Product Compatibility and Limited Warranty Policy**.

### OUR COMMITMENT TO PRODUCT COMPATIBILITY – INTEGRATED PRODUCT PLATFORMS - OBSOLESCENCE POLICY

As a market leader in the design and manufacture of workspaces that adapt to change, we strive to maintain product compatibility within our various generations of integrated product platforms. As we develop new products there is an emphasis to provide solutions that are compatible yet allow for enhancement of previous generations of products. This benefits the customer who desires to leverage their existing products but enhance their work environment at the same time. With this mindset, under our obsolescence policy, Haworth takes reasonable steps to provide our customers with products of comparable form, fit, and function. As with any material or component, supply chain challenges can impact our ability to offer previous or existing products. In addition, fabrics and finishes are significantly impacted by design trends resulting in shorter life cycles. In these situations, we will make reasonable efforts to find coordinating solutions.

### OUR COMMITMENT TO PRODUCT QUALITY – THE HAWORTH NORTH AMERICA LIMITED WARRANTY

To ensure customer satisfaction and peace of mind, we stand behind our products with the following Haworth North America Limited Warranty (“Limited Warranty”).

#### What Products are Covered?

This Limited Warranty applies to new products manufactured by Haworth, Inc. or Haworth, Ltd. (individually, “Haworth”) after August 1, 2022, that are sold to an end-user purchaser by Haworth or an Authorized Haworth Dealer (“Covered Products”). Covered Products also include new products manufactured by a company other than Haworth after August 1, 2022, that are sold to an end-user purchaser by Haworth or an Authorized Haworth Dealer as part of the Haworth Collection line of products, but only if such products are specifically listed below in the “What are the Warranty Periods? - Haworth Collection of Products” section of this Limited Warranty. For products manufactured on or before January 1, 2019, please refer to the applicable Haworth warranty published in the Haworth North America Price List when the product was purchased, for products manufactured after January 1, 2019 please refer to [www.haworth.com](http://www.haworth.com) for the applicable Haworth warranty or contact your local Authorized Haworth Dealer.

In this Limited Warranty, the terms “us,” “we,” “our” and similar terms refer to Haworth, and an end-user purchaser refers to the first person who purchases a Covered Product for such person’s own internal use and not for resale or distribution.

The following products are excluded from the definition of “Covered Product” and not covered by this Limited Warranty, and neither Haworth nor its affiliates will have any obligation or liability relating to them: (a) software; (b) consumable items, such as batteries and bulbs/lamps; (c) the customer’s own material (COM), or any material specified by the purchaser that is not a standard Haworth product offering, such as Haworth Alliance fabrics; (d) other than Haworth Collection products not manufactured by Haworth as described above, any item manufactured by a third party from whom Haworth purchases the item for resale without incorporating it into a Haworth product as a component or part (in those situations, if the purchaser is not a direct beneficiary of the manufacturer’s warranty, then Haworth will assign to the purchaser any warranty that the manufacturer provides, to the extent the warranty is assignable); (e) Ergotron® products included in the Accessories North American Price List, regardless of whether incorporated into a Haworth product as a component or part (if the purchaser is not a direct beneficiary of any applicable Ergotron® warranty, Haworth will assign such warranty to the purchaser, to the extent assignable); and (f) field painted walls and Pergola products.

#### What Problems are Covered?

Subject to the terms of this Limited Warranty, Haworth warrants to the end-user purchaser of a Covered Product that the Covered Product, at the time of purchase, will be free of any defect in design or workmanship that materially impairs the performance or functionality of the Covered Product under normal use (a “Defect”). This warranty is for 24-hour / 7-day multiple shift use of the applicable Covered Product; for seating products, such use is by individuals up to 325 lbs., 400 lbs. for Zody II and LX models. In this Limited Warranty, normal use means use of a Covered Product in accordance with all the following: (a) Haworth’s standards instructions, guidelines, and recommendations for that Covered Product; (b) if the Covered Product is part of the Haworth Collection and not manufactured by Haworth, then the applicable manufacturer’s standard instructions, guidelines, and recommendations for that Covered Product; and (c) applicable laws, rules, regulations, and ordinances.

A Defect excludes, and Haworth and its affiliates will not have any responsibility or liability for, the following: (a) normal wear and tear; (b) any damage, wear or failure of the Covered Product that occurs during transport of the Covered Product, or that is caused by improper use, care or maintenance of the Covered Product or by an act of God or other event outside of Haworth's reasonable control; (c) the natural variation of color, grain or texture found in wood and leather; (d) the natural aging of materials such as wood, fabric and leather which results in colors changing over time or during use; (e) dye lot variations in fabric, leather or wall coverings; (f) the natural patina of leather during use; (g) "puddling" or wrinkling of fabrics, leather, or faux leather; (h) reverse crocking of dyes from clothing onto seating materials; (i) change in color (including fading) or other surface effects resulting from exposure to chemicals (such as chemicals in cleaning solutions) or exposure to sunlight or other sources of ultraviolet rays; (j) any damage, wear or failure of the Covered Product caused by the integration or use of any non-Haworth materials, components, devices or other products into or with any Covered Product; or (k) any damage, wear, or scratching to flooring from glides, casters, or other components.

### What Remedies are Available?

If a purchaser makes a valid claim under this Limited Warranty for a Defect to a Covered Product, Haworth, at its option, will either (a) repair the Covered Product at Haworth's cost, (b) replace the Covered Product at Haworth's cost with a new or refurbished product with comparable function and performance, or (c) refund or credit the purchase price of the Covered Product (excluding taxes, duties, fees, and other amounts). All repair and replacement work will be performed by Haworth or a third party engaged by Haworth to perform the specific repair or replacement work relating to the Defect; repair or replacement work performed by any other person will void this Warranty. Haworth will not be responsible for any cost or expenses incurred by the purchaser relating to repair or replacement of a Covered Product due to a Defect, including without limitation freight, insurance, inspection, storage and similar costs and expenses. Any Covered Product that is replaced or whose purchase price is refunded or credited will become the sole and exclusive property of Haworth.

### What Conditions Apply?

All the following conditions must be satisfied to make a valid claim under this Limited Warranty for a Defect to a Covered Product:

- the purchaser must have notified Haworth in writing of the Defect within 30 days after the purchaser first learns or has notice of the Defect, and in any event not later than three (3) business days after the last day of the applicable warranty period; all such notices must be sent to Haworth at One Haworth Center, Holland, Michigan 49423, Attention: Customer Service/ Warranty Claims;
- the purchaser must provide original Haworth order number and have fully complied with all instructions, requirements, and directions provided by Haworth, an Authorized Haworth Dealer or their respective agents regarding (a) the inspection, preservation or safeguarding of the Covered Product and (b) the transportation and delivery of the Covered Product to Haworth or, if directed by Haworth, to an Authorized Haworth Dealer or other party;
- the Covered Product must have been installed by Haworth or an installer certified by Haworth to install that Covered Product;
- all prior repairs of the Covered Product must have been performed by Haworth or an installer certified by Haworth to install that Covered Product;
- the repair of the Defect of the Covered Product pursuant to this Warranty must be performed by Haworth or a third party engaged by Haworth to perform the specific warranty-repair work;
- at all times the Covered Product must have been in a building that is (a) dry, fully closed-in and protected from the natural elements, and (b) adequately heated, ventilated and air conditioned to maintain an internal temperature between 40°F and 90°F (4°C and 32°C) and relative humidity levels between 25% and 55%;
- the Covered Product must not have been modified, and the purchaser must have used and maintained the Covered Product in full conformity with all of Haworth's written specifications, instructions and guides regarding use, care, and maintenance.

- if the Covered Product is replaced or its purchase price is refunded, all bills of sale, assignments, releases, consents, approvals, and other documents and/or actions required by Haworth to assign and transfer to Haworth sole and exclusive title in the Covered Product, free and clear of all liens, claims and encumbrances, must have been executed, delivered and/or made, as applicable; and
- all other conditions and requirements in or arising under this Limited Warranty, applicable law or a written agreement between Haworth and the purchaser, must have been fully satisfied.

## What are the Warranty Periods?

A Covered Product's warranty period begins on the Covered Product's date of manufacture and ends on the expiration of the time period identified below for that particular Covered Product. In addition, the warranty period will automatically terminate at the time that the end-user purchaser ceases to solely own, possess, control, and use the Covered Product.

- **Lifetime.** Except for those Covered Products or related components or materials identified below as having a different warranty period, the warranty period of a Covered Product is as long as the end-user purchaser continues to solely own the Covered Product.
- **Twelve (12) Years.** The following Covered Products have a 12-year warranty period:
  - seating products (excluding fabrics, tablet arms, and gel arm caps)
  - thermally fused laminates (Be\_Hold Be\_Hold Be)
  - Premium Textured HPL
  - wood or wood-framed products
  - Caseload mechanisms (hinges, slides, latches, glides, casters, etc.)
  - Planes®, Planes VM, Upside™, and Echo height adjustable product mechanisms<sup>1</sup>
- **Ten (10) Years.** The following Covered Products have a 10-year warranty period:
  - wall products (excluding door closer mechanisms, wallcoverings, locksets, markerboards, and glass)
  - Pergola products (excluding drapes, drape track hardware, PET tiles, wallcoverings, markerboards, and glass)
  - Adjustable keyboard pads and monitor arms
  - Power Base™ Electrical (excluding Power Base AI and USB receptacles)
  - products that are at any time used in a classroom or educational environment (other than administrative areas) except as limited or described below
  - Belong Plug Strip
  - electrical (non-USB) and A/V accessories
- **Five (5) Years.** The following Covered Products have a 5-year warranty period:
  - fabric scrims, fabric screens, vertical fabrics, and wallcoverings
  - fabrics rated Heavy Duty (A) under the Association of Contract Textiles Guidelines
  - leathers or faux leather
  - vertical use markerboard laminates
  - user-adjustable work-surface mechanisms
  - Power Base Receptacles with USB
  - tablet arms (max. load 50 pounds)
  - overhead storage unit slow-close mechanisms
  - Reed Premier™ and Adaptable LED lighting
  - glass used in Systems products<sup>2</sup> (vertical & horizontal)
  - Improv and X-99 gel arm caps
  - work tools and systems accessories (e.g., laptop holders and footrests)
  - Pergola PET tiles
  - Belong Power Cube and Power Suite

<sup>1</sup> Troubleshooting procedures provided by Haworth must be used to determine if a mechanism is defective, the associated error code needs to be included in the Service Notification. Programmable handsets required to read error codes.

<sup>2</sup> The tempering process for glass results in stronger glass and allows it to fracture into smaller, less harmful pieces when it breaks. Tempered glass often is referred to as "safety glass" because of this breakage feature. Although stronger, it is still important to handle tempered glass with care and avoid impact damage. Small impurities introduced during the tempering process or damage to edges during handling or use can result in spontaneous glass breakage at unpredictable times and are excluded from warranty coverage.

- **Three (3) Years.** The following Covered Products have a 3-year warranty period:
  - Power Base AI Electrical product
  - painted MDF product
  - USB retrofit kits or products incorporating USB charging outlets (Except Power Base)
  - wall product locksets
  - fabrics rated General Contract (a) under the Association of Contract Textiles Guideline
- **Two (2) Years.** The following Covered Products have a 2-year warranty period:
  - walls door closer mechanisms
  - Pergola drapes and associated track hardware
  - products manufactured of Polyethylene Terephthalate (PET) excluding Pergola tiles
- **One (1) Year.** The following Covered Products have a 1-year warranty period:
  - horizontal use markerboard laminates
  - acrylic tops/surfaces
  - soft palm rests
  - electronic locks and components
  - tablet markerboards
  - mouse pad inserts
  - Translucent edging
  - glass used in walls product (see note <sup>2</sup> above for more details and exclusions)
  - Openest™ Plume Screens
- **No Warranty.** The following Products and conditions are excluded from the definition of “Covered Product” and not covered by this Limited Warranty:
  - acrylic or corrugated screens
  - exclusions noted or defined in sections “What Products are Covered” and “What Problems are Covered”
- **Specific Product Lines.**
  - Tailored Solutions™. A Covered Product that is modified under Haworth’s “Tailored Solutions” program will have a warranty period that is the same as the standard catalog product that is modified; however, any material modification of the standard catalog product’s features, construction, function, or aesthetics will have a 1-year warranty period.
  - Haworth Healthcare Products. The warranty period of a Covered Product within the Haworth Healthcare line of products is as follows (textiles and coverings are not covered by this Limited Warranty):
    - **Five (5) Years.**
      - ✓ guest seating
    - **Three (3) Years.**
      - ✓ standard glides
      - ✓ standard casters
      - ✓ exam room stools
      - ✓ overbed tables
      - ✓ sleeper sofas
    - **Two (2) Years.**
      - ✓ gas cylinders
    - **One (1) Year.**
      - ✓ Thermofoil and Kydex arm caps
      - ✓ Thermofoil tops
      - ✓ central locking casters
      - ✓ recliner and lift chair motors
      - ✓ motion mechanisms
      - ✓ heat/massage
      - ✓ recliner options

- ***Haworth Collection Products.*** The warranty period of a Covered Product within the Haworth Collection line of products, including those manufactured outside of North America and sold to a customer based or located in North America, is as follows (textiles and coverings are not covered by this Limited Warranty):

- **Twelve (12) Years.**
  - ✓ Haworth seating products (framework, mechanisms, seating foam, cylinders, mesh, seating glides & casters, and plastic components)
  - ✓ Haworth wood or wood-framed products
- **Five (5) Years.**
  - ✓ Cappellini products manufactured in North America
  - ✓ Haworth products imported from Europe unless noted for shorter terms
  - ✓ Pablo Designs products
- **Three (3) Years.**
  - ✓ GAN products
  - ✓ JANUS et Cie seating frames and table frames (excludes cushions, fabrics, frame finish, and glass)
- **Two (2) Years.**
  - ✓ Cappellini products imported from Europe
  - ✓ Cassina products imported from Europe
  - ✓ Poltrona Frau products imported from Europe
  - ✓ BuzziSpace products
  - ✓ Hushoffice products imported from Europe
- **One (1) Year.**
  - ✓ JANUS et Cie umbrellas and umbrella base

- **Emeco Products**

For Emeco warranty information please: [click here](#)

- **Service Parts** – Haworth authorized service parts installed on a Covered Product will be covered by this Limited Warranty for the remaining balance of the warranty period for that Covered Product, so long as the service part was installed by Haworth or an installed certified by Haworth to in install that Covered Product.

## GENERAL TERMS

This Product Compatibility and Limited Warranty Policy extends solely to end-user purchasers of Covered Products and not to their successors, assigns, employees, agents, or affiliates. This Policy is not assignable or transferable in whole or in part, whether voluntarily, by operation of law or otherwise, and any purported assignment or transfer will be void.

All determinations regarding the scope, applicability, and interpretation of this Policy, including without limitation the satisfaction of and compliance with any of its conditions and requirements, will be made solely by Haworth in its discretion. All such determinations made by Haworth will be final, non-appealable and binding on all persons.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED ABOVE, TO THE EXTENT ALLOWED BY LAW, HAWORTH DOES NOT MAKE, AND IT EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY PRODUCT OR SERVICE AND, IN PARTICULAR, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ANY LEGALLY REQUIRED WARRANTY THAT MAY NOT BE DISCLAIMED WILL BE LIMITED IN DURATION TO ONE (1) YEAR FROM THE DATE OF MANUFACTURE.

AS SET FORTH IN THIS POLICY, REPAIR OR REPLACEMENT, OR REFUND/CREDIT OF THE PURCHASE PRICE, AT HAWORTH'S OPTION, OF A COVERED PRODUCT ARE THE EXCLUSIVE REMEDIES FOR ANY DEFECT TO THAT COVERED PRODUCT OR ANY OTHER ISSUE RELATING TO ITS MANUFACTURE OR INSTALLATION. IN NO EVENT SHALL HAWORTH OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY IN TORT OR FOR ANY CONSEQUENTIAL, ECONOMIC, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUES, USE OR REPUTATION, WITH RESPECT TO ANY COVERED PRODUCT OR ANY OTHER PRODUCT, WHETHER CAUSED BY, ARISING FROM OR RELATING TO A DEFECT OR OTHERWISE.

*Applies to U.S. only:* Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in the immediately preceding paragraph may not apply to a purchaser. This Limited Warranty gives the purchaser specific legal rights, and the purchaser may also have other rights which vary from state to state.

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