

Warranty

Fixed Seating Warranty

Effective Date: Product Shipped after August 1, 2005

BORGO CONTRACT SEATING warrants products purchased hereunder to be free from defects in materials and workmanship for a period of ten (10) years from date of purchase. We will repair or replace, at our option, any product that we determine to be defective as a result of faulty material or workmanship. In no event shall our liability under this warranty exceed the original purchase price of the product determined to be defective. This warranty does not apply where product has been abused, mishandled or subjected to use other than for which it was designed. For the purpose of this warranty, normal wear to the product finish shall not be considered a defect. There are no other warranties expressed or implied.

EXCLUSIONS AND CONDITIONS: This warranty excludes and does not apply to:

- Conditions of other than normal wear and tear, of abuse, of neglect, of vandalism, or misuse – all as determined by Borgo Contract Seating in its sole discretion
- In-transit damage
- Products altered or modified by the user
- User attached accessories
- Light bulbs, lamps, ballasts, or consumable components
- Products not installed by Borgo Contract Seating approved installers and/or not installed in accordance with Borgo Contract Seating Installation/Application Instructions
- Products not properly maintained in accordance with Borgo Contract Seating Operating and Maintenance Procedures
- Customers own material, leather, and non-standard material and color finishes whether purchased by the customer or Borgo Contract Seating
- Natural variations occurring in wood and leather and/or color fastness and/or variations in matching of colors, grains or textures of materials shall not be considered defects
- Product color fade

In the event of repair or replacement of the defective product (or defective component thereof) there is no responsibility for the matching of color, grain, fabric, or texture except to within commercially acceptable standards, as determined by Borgo Contract Seating in its sole discretion. There are no other warranties than those expressly stated above, whether expressed or implied (including, but not limited to any warranty of merchantability or fitness for any particular purpose) unless specifically agreed to in writing by Borgo Contract Seating in the specific circumstance. Borgo Contract Seating is not liable for consequential or incidental damage arising from any product defect.

WARRANTY NOTICE ADDRESS: **Borgo Contract Seating,**
Attn.: Theater Seating Product Warranty/Customer Service
324 Carlingview Drive,
Toronto, Ontario, M9W 5G5