

Warranty

Limited Lifetime Warranty

Borgo Contract Seating warrants that all Borgo Brand Products will be free from defects in material and workmanship for as long as you, the original purchaser/user owns the product, except as STATED below. This warranty applies only to original purchaser/user obtaining the seating directly from an authorized Borgo dealer AND PAID IN FULL BY THE AUTHORIZED DEALER. Warranties are in effect from the date of invoice and on product manufactured after January 1, 2021.

This warranty excludes normal wear and tear, damage caused during shipment and storage, damage due to accident, improper use, negligence, abuse, unauthorized alterations, improper installation, rental usage, EXTREME CLIMATE CONDITIONS. THE WARRANTY ALSO EXCLUDES THE USE OF NON-STANDARD MATERIALS IN THE MANUFACTURING PROCESS AS SELECTED BY AND REQUESTED BY THE PURCHASER/USER. The Borgo warranty is based on normal use of an eight-hour day, five days a week by individuals weighing 300 lbs or less.

Borgo will at its option, repair or replace with comparable product, any product, part or components which fails under normal use as a result of such defect. When repairing or replacing a defective product, Borgo does not guarantee a color match in dye lots, wood grain, stain and fabric patterns. When repairing or replacing a defective product pursuant to this paragraph, the customer acknowledges that all work must be performed by an authorized Borgo dealer operating within reasonable proximity to the customer, as determined by Borgo. In the event that no authorized Borgo dealer operates within a reasonable proximity to the customer, as determined by Borgo, Borgo reserves the right to arrange to have the products in question shipped to its factory in Toronto, Canada for purposes of repairing or replacing any product under this warranty. The warranty herein shall be void in the event that any repair or replacement of a defective product is undertaken by anyone other than Borgo or an authorized Borgo dealer without the written consent of Borgo.

Borgo does not warranty labor and transportation and will not authorize any warranty on parts without the appropriate warranty numbers (*label with serial number listed underneath the seat WILL VALIDATE WARRANTY. If the label is removed the warranty is void), A WARRANTY NUMBER EXAMPLE IS, C-3604-3-504-9900001. All claims with respect to any product alleged to be defective must be submitted in writing.

Borgo makes no express or implied warranties, except as stated, as to any product and in particular makes no warranty of fitness for a particular purpose, other than the express warranties contained herein. There are no other warranties expressed or implied. Borgo shall not be liable for any consequential, economic or incidental damage arising from any product defect.

This warranty applies only to Canada and the United States.

List of Warranty Limitations:

Ten Years

- Gas Cylinder
- Soft Seating

Five Years:

- Fabric (excluding COM & COL)
- Foam (Upholstery)
- Mechanism (Ergonomic and Recliners)
- Arms
- Casters
- Glides
- Wood Chair Frames and Bases

One Year:

- Electrical Devices

Warranty

Fixed Seating Warranty

Effective Date: Product Shipped after January 1, 2021

BORGO CONTRACT SEATING warrants products purchased hereunder to be free from defects in materials and workmanship for a period of fifteen (15) 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.: Fixed Seating Product Warranty/Customer Service
324 Carlingview Drive,
Toronto, Ontario, M9W 5G5

or

Email: support@borgo.com