

Warranty Disclaimer – Commercial Limited Warranty

Holland Bar Stool Company warrants: Original Purchaser (“Purchaser”), that as the manufacturer of all its products (“Products”) to be free from defects in material and workmanship on all of our series of stools, tables and chairs (excluding the *Hampton Series) for a period of 3 years, under normal use and service, following the date of purchase and delivery to the “Purchaser”. This warranty does not cover printed vinyl (**Logo Series), upholstery, printed table tops (**Logo Series), wood or metal finishes.

*Hampton Series – Holland Bar Stool Company warrants: Original Purchaser (“Purchaser”), that as the manufacturer of all its products (“Products”) to be free from defects in material and workmanship for a period of 1 years, under normal use and service, following the date of purchase and delivery to the “Purchaser”. This warranty does not cover upholstery, wood or metal finishes.

**Logo Series – Holland Bar Stool Company warrants: Original Purchaser (“Purchaser”), that as the manufacturer of all of its’ printed Logo Series stool seat tops and printed Logo Series table tops to be free from defects in material and workmanship for a period of 1 year, under normal use and service, following the date of purchase and delivery to the “Purchaser”.

The warranty, regardless of product, does not cover damages which result from neglect, accident, intentional misuse or acts of nature, normal wear and tear, exposure to extreme temperature or humidity, immersion in water, fading or color variations of vinyl or artwork over time, scratches, minor variations in size, unauthorized repair, alteration, abuse or misuse of Product.

The obligation of Holland Bar Stool Company under this warranty is limited, at the option of Holland Bar Stool Company to repair or replacement of Product with one of equal or similar type and quality, if, to the satisfaction of Holland Bar Stool Company the Products as manufactured proves defective under normal use and service.

Repairs or replacements under this warranty will be made by Holland Bar Stool Company or anyone Holland Bar Stool Company, in its sole direction authorizes, at no charge to the Original Purchaser. If return to the factory is necessary, packing and shipping costs to the factory will be charged to the Purchaser. Return shipping shall be freight prepaid to the dealer making the recommendation. All costs for delivery from the

Purchaser to the dealer and for any delivery to the purchaser from the dealer shall be paid by the Purchaser.

THE WARRANTY REMEDY TO REPAIR OR REPLACE A PRODUCT IS IN LIEU OF ALL RIGHTS TO THE PURCHASER OR USER OF THE PRODUCT DUE TO PRODUCT FAILURE OR NONPERFORMANCE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH AND EVERY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MANUFACTURER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SUPPLY OF OR USE OF ANY PRODUCTS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MANUFACTURER'S LIABILITY FOR ANY CAUSE WHATSOEVER IS LIMITED TO THE TOTAL PRICE PAID TO MANUFACTURER. NO ACTION SHALL BE BROUGHT MORE THAN SIX MONTHS AFTER THE CAUSE OF ACTION HAS ARISEN. IN NO EVENT SHALL THE TIME PERIOD OF ANY WARRANTIES THAT MANUFACTURER IS SUBJECT TO EXCEED THE TIME PERIODS SPECIFIED ABOVE.