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Casegoods

Bernhardt Furniture Company (the “Company”) warrants its residential casegoods products (“casegoods”)* to be free from defects in material and workmanship under normal use and service for a period of three (3) years from the date of the initial shipment to a Company authorized dealer, however certain components of such casegoods are subject to shorter warranty periods as described below.

This limited warranty applies exclusively to the benefit of the original purchaser of the product under conditions of normal residential usage only and will terminate in the event of resale or commercial use. Any product modifications by dealer or consumer, or use of non-Bernhardt parts, voids the warranty. The warranty does not apply to damage resulting from (a) normal wear and tear; (b) negligence, abuse or misuse; (c) inadequate or improper maintenance, cleaning or care; (d) exposure to sunlight; (e) exposure to chemicals and/or other liquids; (f) accidents; (g) any use for which the product was not designed; (h) commercial usage, which includes rental, business, institutional or any other non-residential use; or (i) transportation or delivery.

This limited warranty protects you only when you purchase a product from a Company authorized dealer and must be initiated through the dealer from which the product was purchased. All warranty claims must be accompanied by the original dated proof of purchase and contain a brief description of the defect in question.

The Company may examine the product and will decide, at its sole discretion, if it is covered under this limited warranty. If considered covered, the Company will either repair the defective product or provide an appropriate replacement. If the Company decides to replace a product it no longer sells, the Company will provide an appropriate replacement of equal or lesser value. It is the Company that determines, at its sole discretion, whether a product should be repaired or replaced and what constitutes an appropriate replacement. Any product repaired or replaced

will itself be warranted only for the remainder of the warranty period of the original product.

If it is covered by this limited warranty, the Company will pay the costs of repairs, spare parts, labor and travel for repair staff that the Company incurs, provided that the product is accessible for repair without special expenditure. All repair work must be authorized by the Company in advance.

Natural Materials

Certain casegoods products of the Company are made with a variety of materials found in nature. These include, but are not limited to, various wood and plant species, stones and minerals, shells and certain animal by-products. The Company warrants such materials to be free from defects in material and workmanship for a period of one (1) year from date of shipment to the dealer. However, certain changes in these materials over time are expected and are not considered defects and are not covered by the limited warranty. For example,

- a. Differences in grain character and color are naturally occurring variations and are not considered defects.
- b. Highly figured veneers are taken from areas of the tree that grow in different directions. This natural characteristic of the veneer causes tension and pulls the fiber of the wood, which can result in hairline cracks over time and are not considered defects.
- c. Natural color changes, variations, or movement in lumber or veneer products, and exposure to extreme temperature changes and/or direct sunlight, may cause color and/or surface changes which are not considered defects.

Fabrics/Leathers/Upholstery Materials

Certain casegoods products of the Company contain components that include fabrics, leathers, cushions and other filling materials. The Company warrants such components to be free from defects in material and workmanship for a period of one (1) year from date of shipment to the dealer. However, the following are certain exceptions to this warranty:

- a. Wrinkles, scratches, insect bites, healed scars and other natural markings or color variations that occur in certain leathers are natural and are not considered defects.

- b. Exposure to extreme temperature changes and/or direct sunlight, may cause color and/or surface changes that are not considered defects.
- c. Some fabrics are washed to achieve a more relaxed appearance and softer feel. Wrinkling, puckering and shade variations are natural results of washing and should not be considered defects.

WARRANTY LIMITATIONS AND EXCLUSIONS

ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY ON THIS PRODUCT, AND ON THE PARTICULAR PORTION OR PART OF THE PRODUCT IN QUESTION. THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESSED OR IMPLIED. IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages or provide other specific legal rights, so the above limitation may not apply to you.

BERNHARDT FURNITURE COMPANY
P.O. BOX 740
LENOIR, NC 28645

EFFECTIVE August 1, 2019

*Company products covered by this limited warranty are all residential casegoods products sold by the Company, however advertised or whether sold in different company distribution channels. However, the term casegoods specifically refers to casegoods products only and not, either directly or indirectly, (1) upholstery

products or (2) any electronic components found within the casegoods products. Further, this warranty does not cover (a) floor samples or any product designated “AS IS” at the time of purchase or (b) any differences between printed illustrations, videos, or internet representations and the product purchased.

Upholstery

This warranty applies to Bernhardt Furniture Company’s residential upholstery products. The term "upholstery products" refers specifically to Bernhardt Upholstery products and has no implication, directly or indirectly, to any Bernhardt Case Goods products (which include, without limitation, upholstered beds and dining room chairs). Bernhardt Upholstery products are those products listed and displayed exclusively in any Bernhardt Upholstery products catalog, in printed form or as displayed on the Bernhardt internet web page.

In Bernhardt’s Limited Warranty, “lifetime” is defined by the life of the original cover. Re-covering the frame voids all warranties because in re-covering, some or all components may be changed. This warranty applies under normal, non-commercial use and terminates in the event that the product is transferred by the original retail purchaser to another party. Improper cleaning voids any warranty. This warranty does not cover damage as a result of misuse, abuse, accident, commercial use, institutional use, or shipping damage. Because of the craftsmanship involved and the natural materials used in the manufacturing process, minor variations will occur from piece to piece. Therefore, this warranty does not cover such minor differences between your furniture and: floor samples, printed illustrations, and video or internet displays.

This warranty does not cover floor samples or products designated “AS IS” at time of purchase.

All warranty periods indicated in this warranty begin on the date that your furniture is initially shipped to the Bernhardt Authorized Dealer.

Frames and Springs: Bernhardt warrants to you, the original retail purchaser, protection against manufacturing defects of frames and springs. This warranty applies for the lifetime of the product as long as the product remains upholstered in the original fabric and is used under normal wear in normal conditions.

Cushion: Bernhardt warrants to you, the original retail purchaser, protection against abnormal loss of resiliency of the upholstered furniture, for three (3) years. Abnormal wear and abnormal loss of resiliency should not be confused with softening and flattening of the foam and fibers, which are considered normal wear, and are not defects.

Filling Materials: Bernhardt warrants to you, the original retail purchaser, protection against loss of resiliency of filling materials for three (3) years. Compressing of polyester with use is not considered loss of resiliency. From time to time, your upholstered furniture will need “fluffing up” as any upholstered furniture should be regulated with use.

Reclining Mechanisms: Bernhardt warrants to you, the original retail purchaser, protection against manufacturing defects of the: (i) black metal, patented parts of non-electronic reclining mechanisms for three (3) years; and (ii) the parts of electronic reclining mechanisms for two (2) years.

Sleeper Mechanism: Bernhardt warrants to you, the original retailer purchaser, protection against manufacturing defects of the sleeper mechanism for three (3) years.

Mattress: Bernhardt warrants to you, the original retail purchaser, protection against manufacturing defects and the loss of foam resiliency of the innerspring sleeper mattress, excluding cover, for five (5) years. Softening of foam is a normal condition and does not constitute a loss of resilience.

Air Mattress: Bernhardt warrants to you, the original retail purchaser, protection against manufacturing defects of the air sleeper mattress for three (3) years and the air mattress pump for one (1) year.

Fabrics: Are warranted only to the extent of the warranty provided to Bernhardt by its fabric suppliers. Since manufacturers of upholstery fabrics do not guarantee their products for wearing quality, color-fastness, shrinkage, wrinkling and stretching, those properties are not covered under this warranty.

Washed Fabrics: Some fabrics are washed to achieve a more relaxed appearance and softer feel. Wrinkling, puckering and shade variations are a natural result of washing and should not be considered defects.

Leathers: Since leather manufacturers do not guarantee their products for wearing quality, color-fastness, shrinkage, wrinkling and stretching, those properties are not covered under this warranty. Leather is a natural material, every hide uniquely enhanced by natural features. Wrinkles, scratches, insect bites, healed scars and other natural markings should not be considered flaws. Color variations occur normally within a hide and from hide to hide as no two hides are alike.

This warranty also does not cover fabric protectors that have not been applied by the fabric manufacturer, since they may cause latex deterioration, seam slippage, discoloration and may damage filler materials.

This warranty protects you only when you purchase Bernhardt furniture from a Bernhardt Authorized Dealer. If you find a problem, all claims for warranty service must be accompanied by your original proof of purchase, contain a brief written description of the defect and must be made through the retailer where the upholstered furniture was purchased. There are some repairs that can be taken care of in your home and your authorized dealer will handle those repairs. If the dealer feels that factory service is needed, Bernhardt will make arrangements to pick up your furniture from the retailer, make

any repairs necessary and return it to your retailer. Bernhardt is not responsible for transportation costs from your home to the retailer, nor are we responsible for transportation costs to and from our factory service center two (2) years after the date that your furniture is initially shipped to the Bernhardt Authorized Dealer.

WARRANTY LIMITATIONS AND EXCLUSIONS

ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY ON THIS PRODUCT, AND ON THE PARTICULAR PORTION OR PART OF THE PRODUCT IN QUESTION. THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. IN NO EVENT WILL BERNHARDT BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT.

Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

BERNHARDT FURNITURE COMPANY
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