

# Great Expectations

You have them. And so do we. That's why we back our products with a comprehensive warranty plan. At Haworth, we value our customers, and this is part of our pledge to be the best partner for your organisation and to provide future assurance through integrated, adaptable products and sustainable environments.

## EUROPEAN HAWORTH PRODUCT NON-OBSOLESCENCE AND LIMITED WARRANTY POLICY

This European Haworth Product Non-Obsolescence and Limited Warranty Policy (the "policy") applies to products manufactured after March 1, 2015. For products manufactured before this date please refer to the policy published in the EU Price List when purchased or contact Haworth or your local Authorised Haworth Dealer. All Haworth products are warranted for normal use over the length of the Applicable Warranty Period as set forth below.

Haworth, Inc. or Haworth, Ltd., (and all of its European subsidiaries, each called "Haworth") will make a good faith effort to maintain product compatibility within our various generations of integrated product platforms to provide our customers with spaces that adapt to change. Under our non-obsolence policy, we commit to provide our customers with products of comparable function or operational characteristics for a term equal to the Applicable Warranty Period.

Haworth fabrics and finishes must be updated periodically to maintain the market appeal of our products and respond to the demands and changing preferences of our customers. As a result, we or the manufacturer may discontinue some fabrics and finishes before expiration of the Applicable Warranty Period. If a new product purchased or leased from Haworth or from an Authorised Haworth Dealer proves to be defective (as defined below) while the product is still in the possession of the initial purchaser or lessee and if they, within the Applicable

Warranty Period, inform Haworth of the defect directly or by contacting the local Authorised Haworth Dealer, then, except as provided below, Haworth will, at Haworth's option, either repair or replace the product, at Haworth's expense, or refund the purchase price of the product. Except as provided below, a product shall be considered "defective" if Haworth finds that it is defective in material or workmanship and if the defect materially impairs the use of the product to the purchaser or lessee. The Applicable Warranty Period begins on the day the product is manufactured. If a product that the purchaser or lessee references in a notice of defect was not installed by a Haworth Certified installer and/ or reconfigured by a Haworth-trained installer, then the product may not be considered defective and Haworth will not be obligated to repair or replace it or to refund its price.

## PRODUCTS / APPLICABLE WARRANTY PERIOD

### *Ten (10) Years*

All Haworth EU products are warranted for ten (10) years except products, components and materials as described below:

### *Five (5) Years*

All seating mechanisms for Haworth EU seating products.

Manual (crank) height-adjustable work surface mechanisms for all Haworth EU furniture.

### *Two (2) Years*

Haworth EU surface materials including leather, fabric and veneer.

Wear parts including gas lifts, seating glides, castors, hinges and locks for all Haworth EU products.

Haworth EU Workware modules.

Electronic components including motor-driven height adjustment mechanisms and wireless chargers for all Haworth EU products.

Haworth EU products “Plia” and “Penelope”.

### *One (1) Year*

Haworth EU “Specials” products that deviate from standard catalog product in the form of features, construction, function, or aesthetic.

Extended product use for more than eight (8) hours a day, five (5) days a week will reduce the warranty period proportionally.

All software is without warranty of any kind, either expressed or implied.

All service parts are warranted for two (2) years or the remaining balance of the assembly’s original warranty period, whichever is longer.

A product will not be considered to be defective, and Haworth will not repair, or replace it or refund its price if the product

- (1) is a consumable product, such as a lamp;
- (2) is “Customer’s Own Material” (i.e. material specified by the purchaser or lessee that is not a standard Haworth product offering);
- (3) is not installed and used as recommended in Haworth’s written specification, installation, care, maintenance and user guides;
- (4) has been otherwise misused or suffered abusive damage or
- (5) is a product that is manufactured by a third-party supplier from whom Haworth purchases it for resale without incorporating it into Haworth product (in which case Haworth will assign to the purchaser or lessee any warranty that the manufacturer provides), unless otherwise specified by Haworth in writing.

At all times the Covered Product must have been located in a building that is

- (i) dry, fully closed-in and protected from the natural elements, and
- (ii) adequately heated, ventilated and air conditioned in order to maintain an internal temperature between 40° F and 90° F (4° C and 32° C) and relative humidity levels between 25% and 55%.

A defect in material or workmanship does not include damage to a product, or failure of a product to operate or perform properly or to maintain appearance, caused by

- (a) normal wear and tear;
- (b) an Act of God or transportation;
- (c) a product alteration made without Haworth’s express written authorisation;
- (d) the natural variation of color, grain or texture found in wood and leather;
- (e) the natural aging found in materials such as wood, fabric and leather which results in colors shifting during use;

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- (f) dye lot variations in fabric, leather or wall covering
- (g) the natural patina of leather during use;
- (h) “puddling” of leather or faux leather; or
- (i) reverse crocking of dyes from clothing onto our seating materials.

EXCEPT AS STATED ABOVE, HAWORTH DOES NOT MAKE A WARRANTY AS TO ANY PRODUCT AND, IN PARTICULAR, DOES NOT MAKE A WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

Product repair or replacement or refund of the price, at Haworth’s option, in accordance with this Policy, is the purchaser’s or lessee’s exclusive remedy for a product defect. Haworth shall not have tort liability with respect to a product, and Haworth shall not be liable for any consequential, economic, indirect, special, punitive or incidental damages arising from a product defect. Haworth shall not be liable for repair or product replacement due to improper installation or any defect in materials used for installation which are not manufactured, sold or supplied by Haworth.

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