



5 YEAR PRODUCT WARRANTY

CONTRACT

Marquis will repair or replace at its discretion and without charge to the original purchaser, any seating product or part thereof which fails as the result of defects in material and workmanship under single shift use and normal care, five years from the date of shipment effective January 1, 2001. This warranty does not cover misuse or abuse of product, damages caused by contact with tables, desks or other surfaces or normal tear associated with the use of the product. This warranty does not cover any furniture sold for use in a hospitality environment.

Repair or replacement of discontinued product will be at the discretion of Marquis. Natural color changes, variations or movements in lumber or veneer products, exposure to extreme temperature changes and direct sunlight may cause color changes and/or surface damage. These are circumstances beyond the control of Marquis and are not warranty issues.

Certain chair styles with exposed wood require construction methods that accent color variations in light and natural stains. These variations are not considered product defects and are not warranty issues.

This warranty excludes fabrics, leather and any other textiles. Since manufacturers of upholstery fabrics do not guarantee their products for wearing quality, color fastness, or fabric shrinkage, wrinkling, and stretching these properties are not covered under warranty.

Except as states above, Marquis makes no express or implies warranties as to any product, and in particular makes no warranty of merchantability or of fitness for any particular purpose. Marquis shall not be liable for any consequential or incidental damages or for commercial loss arising from any product defect.

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 or exclusions may apply.