

## CFCEducational Twelve (12) Year Limited Warranty

Corilam Fabricating Co., Inc. ("CFC") warrants that the CFCEducational products it manufactures shall be free from defects in workmanship for the period of twelve (12) years measured by CFC starting on the date of original purchase. This warranty is offered solely to the original retail purchaser of the product regardless if it is purchased directly from CFC or through one of its authorized dealers and only on products delivered and used in North America.

This warranty extends only to defects in materials and workmanship which occur during the products' normal intended use. This warranty:

- Does not apply to any product which has not been installed in observance with CFC's then-current published installation guide;
- Does not apply to any product sold before the effective date of this warranty;
- Only covers products previously repaired or replaced by CFC pursuant to this Twelve (12) Year Limited Warranty for the remaining duration of the original warranty period and not for any extended duration;
- Does not apply to damage when in possession of a common carrier or resulting from misuse, abuse, neglect, scratches and gouges, regular wear and tear, mishandling, alteration, accident, burns, fire, lightning, sunlight, water or other natural hazard, exposure to extreme heat or similar conditions, or use beyond a product's intended use, any of which (with the exception of regular wear and tear) shall immediately void this Warranty.
- Does not apply to normal aging and wear of fabrics, filling materials and finishes.
- Does not apply to variations occurring in surface materials including but not limited to matching grains, textures and colors across dissimilar substrates and lots.

This warranty is applicable only to those parts actually manufactured by CFC and does not apply to any component parts or materials that are not manufactured directly by CFC but are included in finished CFC products, including, without limitation, casters, thermoformed laminated components, drawer slides, glides, revolving platforms, hinges, and frames not manufactured by CFC. Instead of the Twelve (12) Year Limited Warranty, CFC shall pass along to the purchaser the specific warranties offered by such components' manufacturers, if any. Please note that in many cases the warranted time period on these non-CFC components may be less than CFC's Twelve (12) Year Limited Warranty. Additionally, CFC cannot guarantee or represent that such other manufacturer shall comply with the terms of such warranties. Additional information regarding the specific warranties of any component is available upon request.

If any material or part(s) used in any defective product is unavailable at the time of repair, and if CFC elects to repair the defective product, CFC reserves the right to substitute materials or parts of equal quality and value as determined in the sole and absolute discretion of CFC.

IN NO EVENT, WHETHER BASED ON CONTRACT, TORT, OR OTHER LEGAL THEORY, SHALL CFC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES TO OTHER PROPERTY, INCONVENIENCE, LOSS OF GOODWILL, LOST PROFITS OR REVENUE OR OTHER FINANCIAL LOSS, LOSS OF USE OF THE PRODUCT, OR CLAIMS FOR DAMAGES RESULTING FROM USE OF THE PRODUCT.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to some purchasers.

#### TWELVE (12) YEAR LIMITED WARRANTIES EXCLUSIVE:

IF A CFC PRODUCT DOES NOT CONFORM TO THESE TWELVE (12) YEAR LIMITED WARRANTIES, THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY IS (1) REPAIR OF ANY DEFECTIVE PRODUCT OR COMPONENT PART, OR (2) REPLACEMENT OF ANY DEFECTIVE PRODUCT OR COMPONENT PART, AT CFC'S SOLE AND EXCLUSIVE OPTION. THE TWELVE (12) YEAR LIMITED WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, VERBAL OR WRITTEN, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### WARRANTY CLAIMS PROCEDURE:

To request performance under this Limited Warranty, the purchaser shall contact CFC in writing (to Corilam Fabricating Company, Inc., P.O. Box 361 Kernersville, NC 27285, Attn: Warranty Department) or by email (to [warranty@corilam.com](mailto:warranty@corilam.com)) with a full description of the defect that is covered by warranty. CFC shall review each such claim and issue the purchaser a return merchandise authorization ("RMA") in the event that the described defect or condition merits warranty review as determined by CFC. Purchasers who have been issued a RMA shall return the covered item to: Warranty Service Department, Corilam Fabricating Company, Inc., 201 Macy Grove Road, Kernersville, NC 27284. CFC shall not accept any returned product without a RMA. Upon receipt, CFC will evaluate the returned product(s) to determine if there is a warranty claim and, if so, how CFC wishes to remedy the same. If a defect is covered by this Limited Warranty, CFC shall return the repaired or replaced product to the purchaser at CFC's sole expense and shall reimburse the purchaser its actual freight expenses in delivering the product to CFC's facility. CFC's judgment will be final in all matters concerning the cause or nature of the defect and the necessity or manner of repair/replacement.

#### DISPUTE RESOLUTION:

This Twelve (12) Year Limited Warranty shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its principles of conflicts of law. The parties acknowledge the exclusive jurisdiction of the federal and state courts of the State of North Carolina. Any claims or disputes under this Limited Warranty shall be heard exclusively in any state or federal courts sitting in Forsyth County, North Carolina, and both parties expressly consent to the personal jurisdiction and venue of the North Carolina state and federal courts for such actions.