



USACAPITOL LIMITED WARRANTY

Warranty

USACapitol warrants that its products shall be free of all substantial defects in original material and workmanship that may become evident within ten years from the date of purchase, except for the exclusions and limitations listed below. USACapitol reserves the right, in its sole discretion, to repair or replace any defective item or parts, and in all events, USACapitol liability is expressly limited to the cost of the defective item. Any Warranty claim shall be governed by, and subject to the directions below.

Warranty Periods:

Moving/Wearing Parts – 1 year from the date of purchase

Glides – 5 years from the date of purchase

Laminates – 10 years from the date of purchase

Lifetime Frame Structure Warranty

USACapitol warrants the structural integrity of our metal frames for the effective useful life of the frame. USACapitol guarantees for the warranty period from the date of shipment only against product defects in construction, materials, or workmanship. USACapitol reserves the right, in its discretion, to repair or replace any defective item or parts, and in all events, USACapitol liability is expressly limited to the cost of the defective item, less reasonable depreciation. Any Warranty claim shall be governed by, and subject to the directions below.

Ntersect Line: Limited 15-Year Frame Warranty

USA Capitol warrants the structural integrity of our Ntersect frames for fifteen years from the original purchase date, except for the exclusions and limitations listed below.

USACapitol guarantees for the warranty period from the date of shipment against product defects in construction, materials, or workmanship. This is your sole and exclusive remedy.

Unless otherwise specified, USACapitol Ntersect products are for indoor use only.

USACapitol reserves the right, in its discretion, to repair or replace any defective item or parts, and in all events, USACapitol liability is expressly limited to the cost of the defective item, less reasonable depreciation. Any Warranty claim shall be governed by, and subject to the directions below.

Exclusions

This limited express Warranty, detailed above, does not cover any defects, damage, or product failure caused by abusive or abnormal use of the product, rust caused by natural elements or high exposure to moisture, improper assembly, modifications, or attachments not approved by the manufacturer, nor does it cover products not installed, used or maintained in accordance with product instructions or failures resulting from inadequate inspection and/or maintenance, or the like.

Sole Warranty, No Implied Warranties

THIS LIMITED EXPRESS WARRANTY IS THE SOLE WARRANTY. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED – INCLUDING THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY - ARE EXPRESSLY DISCLAIMED

Limitations on Liability and Warranty

All incidental or consequential damages which are claimed or may arise, including but not limited to business losses, personal property damage, damage caused by the incompatibility of the product with the customer's flooring (or other customer property), labor costs associated with repairs or replacements, and third-party liabilities are hereby expressly excluded. Also expressly excluded under this warranty are vinyl and fabric upholstery material(s) and normal wear and tear, including on wearing parts. Normal use is defined as use that occurs during a normal 40-hour work week by persons weighing 250 lbs or less.

Company shall not be liable for, does not assume, and expressly disclaims, any liability, responsibility and damages: due to any Purchaser/end user's failure to comply with product instructions or this warranty, including improper installation, use or operation; use with products from other manufacturers that do not meet company product standards, contact with incompatible materials, chemicals, excessive weight, and vandalism or abuse; due to reasonable and ordinary wear and tear and due to any Force Majeure or cause including acts of nature, including lightning, earthquakes, ground movement, frost heave or floods. Additionally, the "Limitation of Liability" in the Terms and Conditions shall, and does apply to all claims of any type.

Additional Warranty Exclusions:

Also, expressly excluded under the USACapitol warranty are vinyl and fabric upholstery material and normal wearing parts. Some natural color variation occurs in thermoset hard plastic and is inherent to its character. Some color variation occurs in poly propylene injection molded components. These variations cannot be avoided and are therefore not considered defects. Chrome plating is a chemical process by which nickel physically bonds to a metal surface, the chrome bonds to the nickel. Due to the length of our welds, some may appear blackish grey in areas under the seat or desktops. Some surface rust may occur on nickel/chrome in indoor areas with poor environmental controls and in outdoor areas. These cannot be avoided and therefore are not considered defects. Powder coating is applied electronically and is cured under heat to allow it to flow and form a 'skin'. This surface will wear over time, or under heavy use, and is therefore not considered a defect.

Obtaining Warranty Service/Processing Warranty Claims:

Your USACapitol Dealer is our mutual partner in supporting your warranty requests. By following the procedures outlined below, you can be assured of the best level of service.

Contact the Dealer from whom the product was purchased within 3 days of discovery of the defect. Take the item out of service; label and preserve it for inspection. Your Dealer will gather all pertinent information regarding the claim, inspect the product and contact a USACapitol customer experience representative. Please allow a reasonable amount of time for inspection and review. Upon evaluation and qualification of claim request, USACapitol will provide replacement parts, authorize repairs, or replace the product.

MISCELLANEOUS

This warranty is nontransferable and is intended for, and limited to the original Purchaser only.

USACapitol reserves the right to make changes in product design, construction materials, and colors without notice. USACapitol reserves the right to discontinue any product without notice.