

Toledo's Limited Five-Year WARRANTY for Seating

Toledo warrants that the Seating designed and manufactured by it will be free of defects in material and workmanship for a period of five (5) years.

If a defect in material or workmanship is found to exist during the applicable warranty period, the purchaser's sole remedy and Toledo's sole obligation will be, at Toledo's option, the repair or replacement of the Seating. Such repair or replacement will be at Toledo's sole expense if notice of the defect in workmanship or material is provided during the five year warranty period.

During the first year of the warranty period, Toledo will be responsible for freight charges from curbside at the Purchaser's place of business, provided that such freight is arranged by Toledo through a common carrier. After the first year, the purchaser will be responsible for all freight charges. All products or parts replaced by Toledo shall become the property of Toledo.

Purchaser shall promptly notify Toledo of any defect. Warranty claims will not be honored unless received by Toledo before the expiration of the warranty period. The warranty period shall begin on the date the Seating is shipped to the purchaser. No Seating will be accepted for warranty work without the prior written approval of Toledo's authorized personnel in East Stroudsburg, Pennsylvania.

All Warranties are for the benefit of the original purchaser from Toledo or from any distributor of Toledo, provided that such purchaser purchases the Seating for its own use and not for resale (the "Original Purchaser"). The warranty is not transferable to any subsequent purchaser of the Seating from the Original Purchaser.

Defects which, in the judgment of Toledo, result from abuse, misuse, improper storage, alteration, unauthorized repair, extreme environmental conditions, acts of God, or failure to follow published instruction for use or assembly are not covered by this warranty.

No corporation, firm, or individual is authorized to incur or assume for Toledo any liability in connection with the sale, installation or use of Toledo's Seating, except as stated in this warranty.

Because of material variations in color, grain or texture of wood, Toledo does not warrant the matching of color, grain or texture.

This warranty does not apply to any seating supplied by Toledo which has been manufactured by any other person. This warranty does not apply to C.O.M. upholstery material. Standard Toledo textile offerings will carry a two (2) year warranty.

THERE ARE NO OTHER WARRANTIES RELATING TO BRODART'S SEATING, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BRODART BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY BUSINESS OR OTHER FINANCIAL LOSS RESULTING FROM THE BREACH OF THE FOREGOING WARRANTY.



Toledo Furniture

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