

PRODUCT NON-OBSOLESCENCE AND WARRANTY POLICY

This Asia Pacific Haworth Product Non-Obsolescence and Warranty Policy (the "policy") applies to products manufactured after January 15, 2015. For products manufactured before this date please refer to the earlier published policy when purchased or contact your local Authorized Haworth Dealer*. All Haworth products (except EZ range which is governed under Easy by Haworth Warranty) are warranted for 24 hour / 7 day use over the length of the Applicable Warranty Period as set forth below.

Haworth, Inc. or Haworth, Ltd., (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-obsolescence 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 Authorized 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, send notice of the defect to Haworth by electronic mail (customerservice@haworth.com), 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 value 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

LIFETIME

All Haworth products are warranted for lifetime except products, components and materials described below:

TWELVE YEARS

All Haworth AP manufactured seating (excluding Look, Aloha Active - Comply, soft seating for ten years as detailed below); is warranted for 24/7 multiple shift use by persons up to 325 lbs and includes the framework, mechanisms, seating foam, seat & back mesh and seating glides & casters.

TEN YEARS

Look and Aloha Active (Comply) seating, HAT Frame of HAT Elements, AllWays storage, M Series storage, HPL worktops, foam arm caps, and products that are at any time used in a classroom or educational environment (other than administration areas) *except as limited or described below*:

FIVE YEARS

Artitude pedestal, Eddy/Maria tables, LIM / Brazo task lighting, LPL, bamboo and horizontal glass worktops, all wood or wood framed products (and therefore including Haworth lounge seating, Orangbox, IQ Commercial and Fletcher localization products), fabric scrims and fabrics rated Heavy Duty (A) under the Association of Contract Textiles Guidelines (AP grade A/B/C/D/E), Nature leather (grade 2), markerboard laminates, gel arm caps, and Worksystems Accessories.

THREE YEARS

Workware™ products, DeskFit task lighting, Artitude Lite pedestal, storage lock sets, pulls and slides, plastic ultravioletlight color fastness and fabrics rated General Contract (a) under the Association of Contract Textiles Guidelines (AP grade 0).

TWO YEARS

Powder-coated marker boards, hinge sets for storage.

ONE YEAR

Retrofit USB, AP Task Light, soft palm rest, PU desk mat, AP leather (grade 1) and translucent edging and Matzform products. All extra specials' products (e.g. with design change and/or sizes larger than Haworth standards maximum dimensions).

VARY BY PRODUCT ORIGIN

Products that are manufactured and imported from Haworth North America and Haworth Europe, x-Friends**, OEM or third party products, and Intuity HAT leg shall refer to the respective warranty.

Each Haworth "standard specials" product will be warranted for the same applicable warranty period of the comparable catalogue product unless otherwise stated on the specials solutions department inquiry response.

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

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

*An Authorized Haworth Dealer is any dealer or retailer that sells and installs within their primary contracted area and/or under the Dealer Link Program Agreement.

**The Applicable Warranty Period for xFriends products is specified in the price list of the relevant xFriends products.

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 bulb; (2) is "Customer's Own Material" (i.e. material specified by the purchaser or lessee that is not a standard Haworth product offering, such as Haworth Alliance fabrics); (3) is not installed and used as recommended in Haworth's written specification, installation and user guides; (4) is not under condition of normal use and maintenance (see Haworth Care and Maintenance Guide), such as exposure to outdoor, high humidity and or corrosive environment (5) has been otherwise misused or suffered abusive damage or (6) 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.

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 authorization; (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; (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 placement due to improper installation or any defect in materials used for installation which are not manufactured, sold or supplied by Haworth.