

## Limited Warranty; Limitation of Liability and Damages.

- a.** Subject to the limitations, exclusions, exceptions, and disclaimers set forth below, Davis (a) warrants its products other than gas cylinders to be free from defects in workmanship and materials for a period of five (5) years after the date of original shipment, and warrants its gas cylinders to be free from defects in workmanship and materials for a period of one (1) year (said periods referred to, as applicable, as the "Warranty Period"), provided the product is used in the manner and under the conditions for which it is designed.
- b.** This limited warranty shall apply only if (i) Buyer discovers the claimed defect within the Warranty Period; (ii) Buyer notifies Davis in writing of the claimed defect (with details of such defect(s)) within 30 days after first discovery of the claimed defect; (iii) Buyer allows Davis to inspect the good(s) claimed to be defective; and (iv) Davis or its representative confirms the defect in writing to Buyer.
- c.** This limited warranty extends only to defects in materials and workmanship which occur during "normal use and service" as defined below. "Normal use and service" means that the product will be used in a typical office environment for 40-45 hours per week.
- d.** Davis offers no warranty, either express or implied, on any fabrics or leathers, and it only warrants that the non-fabric/non-leather portions of upholstered products will be free from defects and upholstery is tailored according to product specifications. Fabrics and leathers may carry warranties from their manufacturer or reseller; Buyer is advised to refer to each such potential warranty. Because every leather/fabric specification is different and application for use must be taken into consideration, Davis shall not be held responsible in any manner for wrong specification of fabric, and Davis does not warrant specified fabric for wear, durability, or light fastness.
- e.** Davis makes no warranty of any kind with respect to customer's own materials (COM), customer's own leathers (COL), or non-standard materials selected by and/or used at the request of Buyer.
- f.** Variations in grain, color, marks, scars, texture, and pattern of wood, leather and textiles may occur as a result of nature, dye lot, exposure to light, and aging. Davis makes no warranty with respect to matching of grain, textures, pattern, or colors of such materials, including an exact match to wood chips, color samples, or swatch cards.
- g.** Only products specifically designated "for outdoor use" by Davis have been approved for outdoor use. The formation of rust and/or corrosion on these products (or other products) due to outdoor use does not constitute a defect in materials or workmanship and is not covered under this limited warranty.
- h.** This limited warranty shall not apply and shall be void: (i) as to goods that have not been maintained in accordance with instructions or that have been accidentally damaged; (ii) as to any damages or defects to goods attributable in any way to installation, modification, cleaning, mishandling, accident, fire, lightning, other hazards whether natural or man-made, shipment, or repair made by any party other than Davis; (iii) if Buyer or a third party alters, modifies, or repairs the goods in any manner without Davis's prior express written approval; (iv) if, after discovery of a defect, Buyer fails to take prompt and reasonable steps to prevent the defect from becoming more serious; or (v) Buyer or anyone else fails to follow any recommended maintenance or use procedures described in the documentation for the goods.
- i.** Buyer's sole and exclusive remedy against Davis arising out of or in connection with any claimed defect in any goods during the applicable Warranty Period, whether for apparent or hidden defects or otherwise, whether based upon contract, strict liability, negligence, or otherwise, and whether for personal injury, commercial loss or other monetary loss, or otherwise, shall be, at Davis's sole option and in Davis's sole discretion: (a) the reconditioning, repair, or replacement of such specific individual good as Davis determines in its sole judgment and upon inspection to be defective, provided that Buyer has given written notice to Davis promptly upon detection of the defects claimed, with details of such defects, or (b) the issuance to Buyer of a credit or refund in the amount of the purchase price of such specific individual good. This limited warranty applies only to Buyer.
- j.** THE FOREGOING LIMITED WARRANTY AND REMEDY ARE EXCLUSIVE AND MADE ONLY TO BUYER, AS THE ORIGINAL PURCHASER. THIS WARRANTY GIVES BUYER SPECIFIC LEGAL RIGHTS, AND BUYER MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THERE IS NO WARRANTY FOR INTERNATIONAL USE OR PURCHASES. DAVIS SHALL IN NO EVENT BE LIABLE TO ANY PERSON OR FIRM (INCLUDING ANY ASSIGNEE OF BUYER) EXCEPT BUYER, AS THE ORIGINAL PURCHASER. ANY WARRANTIES AND REMEDIES PROVIDED BY DAVIS HEREIN ARE EXCLUSIVE AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ARE IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, OR REPRESENTATIONS BY DAVIS, WHETHER SUCH ARE EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL OTHER OBLIGATIONS AND/OR LIABILITIES, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL DAVIS BE LIABLE FOR ANY LOSS OF USE OR DELAY IN USE OF GOODS, LOSS OF PROFITS, SALES, REVENUE, OR OTHER FINANCIAL LOSS, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES TO OTHER PROPERTY, INCONVENIENCE, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SALES, LOSS OF REVENUE OR OTHER FINANCIAL LOSS, DEMURRAGE CHARGES, COST OF SHIPMENT, DOWNTIME, MANUFACTURING DELAYS, ANY OTHER DAMAGES RESULTING FROM DELAY IN DELIVERY, LOSS OF USE OR DELAY IN USE OF GOODS, OR ANY CLAIMS FOR DAMAGES TO PERSON OR PROPERTY. THE ESSENTIAL PURPOSE OF THIS PROVISION AND THE LIMITATIONS OF WARRANTY ABOVE IS TO LIMIT THE LIABILITY OF DAVIS IN ANY WAY ARISING OUT OF DAVIS'S PROVISION OF GOODS TO BUYER. THE PARTIES ACKNOWLEDGE THAT SUCH LIMITATIONS ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE SALE OF THE GOODS, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER. IF BUYER IS A CALIFORNIA RESIDENT, BUYER WAIVES CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." IF BUYER IS A RESIDENT OF A STATE WITH A PROVISION SIMILAR TO CALIFORNIA CIVIL CODE §1542 WHICH LIMITS THE EXTENT OF A GENERAL RELEASE, BUYER HEREBY WAIVES SUCH PROVISION. SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO BUYER IN SUCH EVENT. BUYER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE MINIMUM LENGTH ALLOWED BY LAW. NO REPRESENTATIVE OF DAVIS IS AUTHORIZED TO GIVE ANY WARRANTIES ON DAVIS'S BEHALF OR TO ASSUME FOR DAVIS ANY OTHER LIABILITY IN CONNECTION HEREWITH.