

Warranty Information

Part 1: Product Warranties

A) Frames Used in Upholstery

A five year warranty applies to all frames: naughtone warrants to the Customer that these components shall be free from material manufacturing defects for five years from the date of purchase.

B) Leather

naughtone warrants to the Customer that, for a period of five years from the date of purchase, all leather used in its Products shall be free from material defects in materials and workmanship. However, leather is a natural product, and, as such, each hide will reflect its own individuality. Some variations of shade and tone are to be expected as are the nicks, scratches, and wrinkles that only occur in genuine leather. These characteristics shall not be deemed to be, or to indicate, defects in the materials or workmanship.

C) Finishes and All Other Furniture Products

All finishes and other parts, components, and other furniture products not specifically included in the above warranties (i.e. at parts 1A and 1B) are warranted by naughtone to the Customer, for five years from the date of purchase, to be free from material manufacturing defects.

Part 2: Limitations and Exceptions

A) General

The warranties set out in Part 1 of Schedule 1:

- provide coverage to the Customer only;
- do not apply to (i) merchandise that was, at any time, used as a floor sample or display model, (ii) any merchandise purchased "as is" or second-hand, (iii) any merchandise purchased at a distress sale or a 'going out-of-business' sale, or (iv) any merchandise purchased from a liquidator.

The Product Tolerances set out in Schedule 2 shall apply. Products shall not be deemed to be in breach of warranty, or otherwise defective, by reason of an issue that is covered in Schedule 2.

All warranties, whether express or implied, cover only normal usage.

No warranty, express or implied, applies to any Product condition resulting from misuse, abuse, delivery or transportation damage, nor any Product condition resulting from incorrect or inadequate maintenance, cleaning or care. Warranty is null and void if furniture has been moved from original point of delivery to consumer.

B) Chemical Treatments

The warranties do not cover damages or defects caused by use of chemical treatments or protective coatings on the finish, leather, or upholstered fabric by the Customer, and any such chemical treatments or protective coatings voids all warranties of naughtone.

C) Leather, Upholstered Fabric and Finishes

The warranties on "Leather", "Upholstered Fabric" and "Finishes and all Other Furniture Products" do not cover (i) damages resulting from excessive soiling, improper or unapproved cleaning methods, or (ii) fading or other damages resulting from exposure to sunlight. The warranties do not apply to any Products that have been altered by any person, dealer, or company without the express written authorization of naughtone.

Part 3: Remedies for Breach of Warranty and Liability of naughtone

Where naughtone has established to its reasonable satisfaction that a breach of warranty has occurred, naughtone shall at its option:

- itself repair or replace the defective product or component part; or,
- pay a sub-contractor or agent reasonable and customary labour rates to repair or replace the defective part; and,
- pay shipping costs from the client to and from naughtone (or to and from naughtone's sub-contractor or agent) at no charge to the Customer.

The provisions of clause 8 of the Conditions shall apply in relation to all warranty claims in addition to the limitations and exceptions set out in Part 2 of Schedule 1.