



## Lifetime Limited Warranty

NDI Office Furniture, LLC ("NDI") provides the following Limited Lifetime Warranties to the original retail purchaser subject to all the limitations and exclusions described below. These limited warranties apply to those products sold under the WorkSimpli® brand and warrant that the products and parts against material manufacturing defects in materials and workmanship during the warranty period.

**Warranty Period.** The Warranty Period extends to the useful life of the product or material under normal and reasonable office work conditions and environment. Certain exclusions apply such as usage beyond a normal forty (40) hour work week for regular office chairs and seating, a limited 2-year warranty is applicable to heavy use chairs and big and tall seating, mechanical components are under warranty for five (5) years, and fabric and other seating materials are warranted for two (2) years.

**Limited Warranties.** NDI agrees to repair, replace, or refund the purchase price paid for the product, prorated based on usage time, or any portion of the product which has a substantial defect in original material or workmanship, provided that the original purchaser provides NDI with prompt written notice of the substantial defective in material or workmanship.

**Remedy for Customer.** Under these Limited Warranties, NDI's exclusive obligation during the Warranty period as defined above is to repair or replace the applicable product, at its option, and upon examination by an NDI authorized representative, that the product or part is not in conformity with these limited warranties. If within the warranty period, identical materials or products are unavailable at the time of repair or replacement, NDI reserves the right to substitute materials of equal or better quality. These limited warranties do not apply to product or material that has been altered by any person, dealer or company.

**Exclusive Remedy:** These Limited Lifetime Warranties are the sole and exclusive remedy for the original purchaser. In no event shall NDI's responsibility exceed the purchase price for the product, if adjudged by a court to be liable for refunding such price

**Warranty Exceptions:** These Limited Warranties do not cover damages or defects caused by chemical treatments or protective coatings applied to finishes, leather or upholstered fabric by the original purchaser, excessive soiling, excessive exposure to sunlight improper or unapproved cleaning methods NDI does not warrant any matching of colors, grain, or texture. This limited warranty does not apply to damages resulting from a) normal wear and tear, b) shipment or storage, or c) product installation or reconfiguration. No custom products or products used for rental purposes are covered hereunder.

**Implied Warranties.** NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE APPLY TO THE SALE OF PRODUCTS HEREUNDER AND NO OTHER EXPRESS WARRANTY IS MADE OTHER THAN THE LIMITED WARRANTIES HEREIN.

This limited warranty is non-transferable. Authorization must be approved from NDI in writing prior to incurring any repair charges. No costs incurred for labor or shipping are covered by this limited warranty unless previously agreed to in writing by an authorized officer of NDI.

**Disclaimer.** IN NO EVENT SHALL NDI BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES IRRESPECTIVE OF WHETHER SUCH DAMAGES ARE ALLEGED TO ARISE IN TORT OR CONTRACT AND EVEN NDI HAD REASON TO KNOW THAT SUCH DAMAGES WERE POSSIBLE IN ANY GIVEN JURISDICTION.

**Non-Transferability or Warranty.** This limited warranty is non-transferable beyond the original purchaser. Authorization must be approved from NDI in writing prior to incurring any repair charges.

**Claim Procedure.** If a problem arises that you feel is covered by these Limited Warranties, contact your authorized NDI personnel at the Customer Service number or address listed below. All claims must include the original bill of sale, the product serial number and filed within the applicable Warranty Period. NDI is not responsible for the cost or scheduling of transporting the product to or from NDI for repair or replacement.

Customer Service: 2305 Kline Avenue  
Nashville, TN 37211  
800-229-3375  
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