

MODERN GRAIN



Warranty

ModernGrain warrants its products to be free from defects in material and workmanship from the initial delivery date to the end of the applicable warranty period. ModernGrain will repair or replace any casegoods product or part thereof (excluding power, lighting or communications components) which fails as the result of defects in material and workmanship under normal use for a period of 15 years. Height Adjustable Desk units are warranted for a period of 5 years. Power, communications and lighting components are warranted for a period of one year. Products must have been installed, used and cared for according to ModernGrain's published instructions and must not have been subjected to unreasonable use or abuse of product, dramatic temperature changes or damages incurred by contact with seating products, tables, desks or other surfaces.

The following features of natural materials are not defects:

- Changes in wood color due to aging or exposure to light
- Natural variations in wood grain or figure or the presence of character marks
- Marks, scars, or wrinkles occurring in leather
- Veins, marks, voids, fissures or cracks found in stone

ModernGrain's warranty does not cover

- Defects resulting from normal wear and tear
- Products acquired for personal, family, or household use
- Consumable products, such as light bulbs, or certain electrical components
- The matching of the colors, grains, or textures of natural materials
- The colorfastness or the matching of colors of textiles or existing millwork; including an exact match to cuttings, swatch cards, wood samples, stone samples, laminate samples, metal finishes; Or
- Customer's own fabrics ("COM") or any other Customer-supplied materials.
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There are no other warranties except as expressly set for above, either express or implied, including any warranty of merchantability or of fitness for a particular purpose.

Limitations and Disclaimers

ModernGrain is not liable for loss of time, inconvenience, lost profits, commercial loss, or other special, consequential, or incidental damages for any transaction

ModernGrain reserves the right to change its designs, its methods of construction, or its prices, charges, or policies at any time without notice to Customer

Some of ModernGrain's desks and casegoods may be specified with task light fixtures and electronic sit-to-stand hardware. Customer is responsible to arrange for a power source, to install those fixtures, and to power any systems panels. ModernGrain is not responsible for electrician error or failure to follow ModernGrain's instructions. All electrical services should be completed according to local code, using a licensed electrician, if required.

Wall mounted units are supplied with an adequate attachment device but not with hardware to attach this device to the support wall. It is the responsibility of the dealer/installer to ensure the wall structure is adequate to support the unit and that the attachment device is properly secured to the wall structure. Customer is responsible for the cost of reinforcing or improving its walls, and should involve an architect or engineer where appropriate.