

This North American Haworth Floor Product Limited Warranty Policy (“Policy”) applies to floor products manufactured on or after October 1, 2015. For floor products manufactured before that date, please refer to the applicable Haworth warranty policy published in the North American Haworth Price List when the product was purchased or leased or contact your local authorized Haworth dealer.

If a new floor product identified in the table below (each, a “Covered Product”) that is purchased or leased from Haworth, Inc. or Haworth, Ltd. (each called “Haworth”), or from an authorized Haworth dealer, is determined by Haworth to be defective (as defined in this Policy) at the time of such purchase or lease, and if the initial purchaser or lessee, within the Applicable Warranty Period, sends notice of the defect to the Haworth Flooring Contractor, then, upon notice from the contractor, except as provided below, Haworth will, at Haworth’s option, either repair or replace the Covered Product, at Haworth’s expense, or refund the purchase price or cumulative lease payments, as applicable, of the Covered Product to the initial purchaser or lessee.

Except as provided below, a Covered Product is considered “defective” for purposes of this Policy if Haworth determines that (a) the Covered Product is defective in material or workmanship, and (b) solely as a result of such defect, the Covered Product fails to meet in any material respect any warranted performance for the Covered Product that is described below and (c) the defect materially impairs the value of the Covered Product to the initial purchaser or lessee. Each Covered Product’s Applicable Warranty Period begins on the Covered Product’s date of manufacture. Any replacement components supplied by Haworth in connection with the repair or replacement of a Covered Product that is made pursuant to this Policy are warranted for the balance of the Covered Product’s Applicable Warranty Period.

A defect in material or workmanship excludes, and Haworth will not have any responsibility or liability for, any defect or failure consisting of, or caused in whole or in part by, any of the following: (a) normal wear and tear; (b) an Act of God or transportation; (c) a product alteration made without following Haworth’s Application Guideline, Application Drawings or Price List; (d) a failure of the color of a Covered Product or field-applied material to match or be colorfast with another product or material; (e) the application, inconsistency or performance of a field-applied material; (f) delamination of surfaces that were field-applied; (g) variations in color or change in conformity of the natural coloration due to exposure to light sources; (h) the natural variation of color, grain or texture found in wood and other natural materials; (i) misuse or abuse of or damage to the Covered Product; (j) staining; (k) worn or narrow-heeled shoes; (l) furniture or equipment movement or heavy items; or (m) moisture.

The following table shows the Applicable Warranty Period for each Covered Product:

<u>COVERED PRODUCTS</u>	<u>APPLICABLE WARRANTY PERIOD</u>
TecCrete®, Tecnika & Praktika floor panels, stringers, pedestal bases and heads	Five Years
Airflow floor panels, Accessories and Power Base™ AI	Three Years
Haworth-applied High Pressure Laminates (HPL) and SteelCrete are warranted against delamination from the base panel for	Three Years
TecBase® and TecCrete floor panels with all other Haworth-applied surfaces are warranted against delamination from the base panel for	One Year
Any floor product that is modified under Haworth’s “Specials” program will have a warranty period that is the same as the standard catalog product that is modified; however, any material modification of the standard catalog product, and any modification of the product’s features, construction, function or aesthetics, will have a 1-year warranty period.	

The warranty provided by this Policy does not apply to any product that either (a) is not installed by a Haworth Flooring Contractor or HFC-approved installer; (b) is “Customer’s Own Material” (i.e. material specified by the initial purchaser or lessee that is not a standard Haworth product offering); (c) is not installed and used as recommended in Haworth’s written Application Guideline, Installation Instructions and Maintenance Guides; or (d) is not located at all times in a building that is both (1) dry, fully closed-in and protected from the natural elements, and (2) adequately heated, ventilated and air conditioned in order to maintain an internal temperature between 50 deg. F and 80 deg. F (10 deg. C and 26.7 deg. C) and relative humidity levels between 40% and 60%.

As a condition to any remedy under this Policy, the initial purchaser or lessee of the applicable Covered Product must comply with all directions and instructions provided by Haworth, an authorized Haworth dealer or their respective agents regarding (a) inspection, preservation or safeguarding of the Covered Product and (b) transportation and delivery of the Covered Product to Haworth, an authorized Haworth dealer or other party.

The warranty provided by this Policy extends only to the initial purchaser or lessee of the Covered Product and will automatically terminate at the time that the initial purchaser or lessee ceases to own or lease, respectively, the Covered Product or ceases to solely possess, control and use the Covered Product.

EXCEPT AS STATED ABOVE, HAWORTH DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY AS TO ANY COVERED PRODUCT AND, IN PARTICULAR, DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Product repair or replacement or refund of the purchase price or cumulative lease payments, at Haworth's option, in accordance with this Policy, is the initial purchaser's or lessee's exclusive remedy for a product defect. In no event will Haworth have tort liability with respect to a Covered Product or any other product or be liable for any consequential, economic, indirect, special, punitive or incidental damages arising from a product defect.

All determinations regarding the scope, applicability and interpretation of this Policy, including without limitation the satisfaction of and compliance with all conditions and requirements of the warranty set forth in this Policy, shall be made solely by Haworth in its discretion, and all such determinations made by Haworth shall be final, non-appealable and binding on each purchaser and lessee of a Covered Product and their successors and permitted assigns.

For warranty information concerning North American Haworth non-floor products, see the latest applicable published Haworth warranty policy by going to <http://www.haworth.com/bottom-nav/product-info/warranty-info>.

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