Lifetime Warranty

9to5 Seating products are manufactured with meticulous attention to detail to achieve a level of quality that is free from defects in material and workmanship. In an effort to stand behind this philosophy, 9to5 Seating warrants to the original purchaser of the product and from the original date of sale, the following:

For all series except @NCE, Logic Plus, Koble, Sophie, and chairs that include the Heavy Duty (HD) option in the Logic, Luna, Strata, Theory and Tori series, Lifetime Warranty to the original end user; the company will repair or replace, at its option, factory-defective structural and mechanical parts with comparable product, without charge. This warranty is for single-shift, standard commercial usage, defined as a standard eight-hour work day, five days a week. Weight limitations vary by product. For Sophie, Sophie tables and Koble series: 9to5 Seating warrants Sophie, Sophie Tables and Koble for a period of twelve (12) years of multi-shift use to the original purchaser. The company will repair or replace at its option factory defective structural and mechanical parts with comparable product, without charge.

Upholstery fabric, mesh and foam are warranted against wear through and deterioration during normal usage for a period of five (5) years. However, the company does not warrant leather against routine scratching and scuffing, as all leather is subject to minor blemishes during use. COM and COL are not warranted. Due to natural variations in material, furniture containing leather is sold subject to normal variations and/or irregularities of color, texture, and grain.

For the @NCE Series:
9to5 Seating warrants the @NCE series of chairs for a period of five (5) years of single-shift use to the original purchaser; the company will repair or replace, at its option, factory-defective structural and mechanical parts with comparable product, without charge. This warranty is for single-shift, standard commercial usage, defined as a standard eight-hour work day, five days a week. Weight limitations vary by product.

For Logic Plus Large Occupant Series:
9to5 Seating warrants the Logic Plus Large Occupant chairs for a period of ten (10) years of single-shift use to the original purchaser; the company will repair or replace, at its option, factory-defective structural and mechanical parts with comparable product, without charge. This warranty is for single-shift applications with persons weighing less than 500 lbs.

For the chairs that include the Heavy Duty (HD) option in the Logic, Luna, Strata, Theory and Tori Series:
9to5 Seating warrants the aforementioned chairs for a period of ten (10) years of multi-shift use to the original purchaser; the company will repair or replace at its option factory defective structural and mechanical parts with comparable product, without charge. This warranty is for multi-shift applications with persons weighing less than 350 lbs.

Only upholstery fabrics with an abrasion resistance performance rating of 150,000 double rubs or more are warranted against wear-through and foam deterioration for a period of three (3) years of multiple-shift use.

Claim Process
Should parts fail for any model during normal use within the applicable warranty period, please fill out a Warranty Request Form on our website here: https://9to5seating.com/warranty-request/. Provide 9to5 Seating with a description of the failure and proof of purchase (Sales Order number located on the bottom of the chair). If requested by the company, the original purchaser must return the part or product with freight or other shipping charges prepaid, together with a copy of original sales receipt. Please do not send parts without prior authorization.

Send parts to:
9to5 Seating – Warranty Department
3211 Jack Northrop Avenue
Hawthorne, CA 90250

9to5 Seating will inspect the part in question, and repair or replace with a comparable product, at its option, any defective part at no charge to the original purchaser and return defective item thereafter. This warranty does not apply to product or parts of the product that have been subjected to misuse or abuse, accident, alteration, unauthorized repair, or damage in transit. You agree to indemnify and hold harmless 9to5 Seating, its officers, directors, shareholders, employees, and agents from any actions, claims, demands, damages, liabilities, costs, and strict liability in tort or contract, or any other legal theory arising out of the misuse or abuse, alteration, or damage in transit of the product. Under no circumstances will the company be liable for injuries or damages arising from the use of the product.

Limitation of Liability
Under no circumstance, including but not limited to breach of contract, breach of warranty, or negligence, shall 9to5 Seating be liable for lost profits, loss of goodwill, stored data, general, special, consequential or exemplary damages, even if 9to5 Seating had notice of these damages or they were foreseeable. 9to5 Seating shall not be responsible for verifying dealers' or customers' description of needs, data, or fitness for a particular purpose of goods. 9to5 Seating's liability in all cases shall be limited to repair or replacement of the defective parts with a comparable product. Should a comparable replacement not be available, 9to5 Seating maximum liability will be limited to the original purchase price of the product. Damages resulting from misuse, abuse, alteration, negligence, or accidents are not covered under this warranty.

9to5 Seating makes no warranty that any of its products are suitable for any particular purpose and makes no other warranties, express or implied, other than those set out here. As codes and standards vary

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from one jurisdiction to another, references to compliance are solely for convenience and without any representation as to accuracy or suitability. Users must verify the suitability of such information or product for their specific application. In no event shall 9to5 Seating be liable in either tort or contract for any loss or direct, special, incidental, consequential, or exemplary damages.

EXCEPT AS OTHERWISE PROVIDED, 9to5 Seating MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Labor Reimbursement

For products ordered on or after July 1, 2017, 9to5 Seating will only pay the pre-approved labor costs to repair or replace defective parts, up to 12 months from the date of shipment from 9to5 Seating, excluding the @ NCE series. All payments for such preapproved labor costs will be in the form of a credit to an active company account. 9to5 Seating does not cover the disposal of defective parts or chairs. The disposal of defective parts or chairs are the responsibility of the customer.

ANSI/BIFMA

The Business and Institutional Furniture Manufacturer's Association (BIFMA) has developed tests that have been approved by the American National Standards Institute (ANSI) for determining the strength and durability of seating in its everyday use. This statement does not serve as a warranty or guarantee, however, 9to5 Seating products found within this price list generally meet or exceed applicable BIFMA and ANSI standards.

Warranty Exceptions

- Colorfastness or matching of colors, or textures occurring in leather, or other materials that naturally exhibit inherent color variations
- COM/COL textiles
- Damage of textiles from exposure to sunlight and UV rays
- Damage to textiles from the use of cleaners not specified for use in the fabric specifications
- Variation of texture and natural markings such as neck wrinkles, scratches, backbone marks and stretch marks in leather
- Dye transfers caused by external contaminants (including clothing and accessory dyes such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.
- Color matching of textiles exactly to samples, swatches or prior purchases
- Minor variations of color in textiles
- Minor irregularities of color, surface, grain and texture
- Creasing and/or gathering of textiles during upholstery application process
- Product normal wear and tear, which is to be expected over the course of ownership, e.g., fabric, mesh and arm pads
- Damage caused by the carrier in-transit, which will be handled as separate terms and/or claims against the carrier.
- Damage can be defined as concealed or visible. Visible damage needs to be reported immediately. Concealed damage needs to be reported within seven (7) business days.
- Damage caused by delivery/installation contractors, which will be handled as claims against the designated company, e.g., knife cuts on the exterior surfaces of a chair resulting from opening packaging or removing plastic wraps
- Failures and damage which result from negligence, abuse, accident or misuse, e.g., arm pads repeatedly hitting a desk or table
- Damage caused by markings or staining; damage caused by sharp objects or imprinting from instruments
- Products exposed to extreme hot and cold temperatures or excessive dry environments
- Products that have been modified or altered and any attachments to the product
- Products or parts not used, maintained or installed in accordance with the Company's installation, maintenance and/or applicable guidelines
- Floor samples or display models
- Products purchased "as is" and/or secondhand
- Products sold by unauthorized dealers
- The warranty is limited to replacement or repair and does not cover cost of transportation, labor or installation.

9to5 Seating reserves the right to make changes in design and construction or discontinue products without prior notice. 9to5 Seating reserves the right to make changes to the lifetime warranty or price book.

Since textiles vary in weave, thickness and memory, some creasing and/or gathering may occur during the upholstery application process. Due to natural variations over which we have no control, all chairs are sold subject to minor irregularities of color, surface, grain, and texture. Textiles are sold subject to minor variations of color. Because leather is a natural product, variations of texture are common and should be expected. Leather will contain natural markings such as neck wrinkles, scratches, backbone marks and stretch marks. These distinctions give leather its unique characteristics and are considered to be part of the natural beauty of leather.