

## DuraFLEX Products: 3 Year Limited Commercial & Consumer Warranty

Tenjam hereby guarantees that all DuraFLEX products will be free of defective materials and defective workmanship for a period of 3 years from the original manufacturing date. In the event of a warranty claim, Tenjam will determine acceptance, approval, and the appropriate remedy for repair, replacement, or refund. Such repair, replacement, or refund is the exclusive remedy available from Tenjam, and Tenjam is not responsible for damages of any kind in contract or in tort, including incidental and consequential damages resulting from any breach of warranty. In no event shall Tenjam be liable for damages, including injury, or damages resulting from improper use or maintenance of the product. Except for the express warranties described herein, Tenjam specifically disclaims and excludes any and all express and implied warranties with regard to its goods and services, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Proof of purchase by the Original Purchaser is necessary for all warranty claims.

This Tenjam warranty shall not be enlarged in scope or extended in duration and no obligation or liability shall arise by Tenjam's repair, replacement, or prorated refund. Repairs and replacements will not extend the original product warranty term. Tenjam will pay freight costs for any approved warranty only within the first year and only within the Continental U.S.A.

Actions that void this warranty and conditions not covered by this warranty include, but are not limited to, the following: Wrinkling or permanent deformation of the plastic flexible outer shell due to seating compressions and normal use; color fading. Damage including, but not limited to, punctures, cuts, markings, stains, scratches, nicks, and damaged caused by sharp and foreign objects; Exposing these products to outdoor conditions or to standing water. Abnormal use, neglect, abuse, accident, vandalism, use of the products other than for the intended purpose of furniture, and acts of nature and God; Cleaning with non-approved cleaners or disinfectants; Exposure to temperatures greater than 140 degrees Fahrenheit or less than 0 degrees Fahrenheit; Exposure to any load exceeding 500 lbs per 18" x 18" x 16.5" cube or greater size with fixed legs. Exposure to any load exceeding 110 lbs per caster wheel.

To the extent permitted by Law, the parties hereby agree to waive any provision of Law that conflicts with any provision hereof or renders any provision hereof ineffective or unenforceable in any respect.

If you have any questions or needs pertaining to our warranty, please call us at 1-855-4-TENJAM or email us at CustomerCare@tenjam.com