

# Night & Day Warranty Policy

We are confident that you will appreciate the fine quality and craftsmanship of our furniture and related products. Night & Day Furniture stands proudly behind each and every product we manufacture and we guarantee our work through the following limited warranty.

## WRITTEN LIMITED WARRANTY

Night and Day Furniture warrants to the consumer, who makes the original purchase of Night and Day Furniture products, a limited warranty against defects in the material or workmanship of furniture components. Night and Day Furniture will repair or replace any piece of furniture, which is defective in material or workmanship. As used in this warranty, defects are defined as meaning imperfections in components, which substantially impair the usability of the product.

Your Night and Day Furniture furniture requires some routine maintenance. Please take care to treat your Night and Day Furniture furniture like the fine product it is. Proper care and use are essential to preserving your rights under this warranty.

### Register On-Line

Please register your warranty online within thirty (30) days of purchase at:

[www.nightanddayfurniture.com/warranty/](http://www.nightanddayfurniture.com/warranty/)

## Warranty Limitations

### Authorized Retailer

This warranty protects you only when you purchase Night & Day Furniture products from an Authorized Night & Day Furniture Retailer.

### Household Use

This warranty applies only when you have purchased a Night & Day Furniture product for your own normal indoor household use (including use as a gift to another for household purposes) and not for resale or commercial use, which includes rental, business, and institutional or other non-residential use

### Normal Use

This warranty applies under conditions of normal use only. This warranty does not apply to defects that result from accident, misuse or abuse, intentional damage, fire, flood, alteration or modification of the product, negligence, exposure, or use of the product in a manner inconsistent with its intended use.

Additionally this warranty does not cover damage resulting from inadequate maintenance, cleaning, or care or any condition resulting from other than ordinary residential wear or from any use for which the product was not designed.

### User Weight

This warranty does not apply to seating products used by individuals weighing over 250 lbs.

### Original Purchaser

This warranty applies only as long as the product continues to be held for use by the original purchaser. The warranty cannot be transferred to subsequent owners or users of the product, and it shall be immediately invalidated in the event that the product is resold, transferred, leased or rented to any third party or person other than the original owner.

### Receipt of your Warranty Registration

The limited warranty set forth herein will be activated upon Night & Day Furniture's receipt of your on-line registration within one (1) month of the date of original purchase. If Night & Day Furniture does not receive your warranty registration within one (1) month

of the date of original purchase, you must submit your sales receipt as proof of original purchase as a condition precedent to coverage under this limited warranty.

### Product Modification

Any product modification by dealer, consumer, or other parties not authorized by Night & Day Furniture will void this warranty. Floor Samples or Products purchased "AS IS" This warranty does not cover floor samples or products designated "AS IS" at the time of purchase.

### Differences

Because of craftsmanship and use of natural materials in Night & Day Furniture products, minor variations can occur from piece to piece, as in the matching of color, grain, or texture of wood. This warranty does not cover minor differences, or differences between floor samples or printed illustrations and your furniture.

### Transportation

We do not pay for shipping and handling on warranty items.

### CLAIMS

Any claim against this warranty must be presented in writing to the Authorized Night & Day Furniture Retailer. The Authorized Night & Day Furniture Retailer will then contact Night & Day Furniture. If Night & Day Furniture determines that replacement is impractical you will be furnished a substitute unit of the same or similar color, design, style and quality. It may be necessary for Night & Day Furniture to arrange for an inspection of your furniture to determine whether or not a manufacturing defect exists.

### OTHER

THERE ARE NO WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH ABOVE.  
NIGHT & DAY FURNITURE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES,

INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATIONS OF DAMAGES: THE WARRANTIES AND REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL, WRITTEN, EXPRESS OR IMPLIED, IN NO EVENT WILL NIGHT & DAY FURNITURE BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT. IN NO EVENT WILL NIGHT & DAY FURNITURE'S RESPONSIBILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT OR ITS REPLACEMENT.

This warranty gives you specific legal rights, and you may also have other rights, which vary, from state to state. Except for such other rights, the remedies provided under this warranty state the limit of Night & Day Furniture's responsibilities.

#### CAUTION

Caution must be used in opening convertible furniture as they have many moving parts. Children should not be allowed to operate convertible furniture. Always leave convertible furniture in a fully up or fully down position and keep hands and feet clear of the mechanism.