

# EVER<sup>®</sup> CHAIRS CYGNUS

## WARRANTY POLICY

Laacke and Joys Company LLC warrants, to the original purchaser of Ever Chairs seating products, that the aluminum seat frame shall be free from product failure under normal 24/7 use for a period of 10 years from the original date of manufacture.

All other components of the Ever Chairs seating products are warranted against product failure (as defined solely by Laacke and Joys Company LLC; see exceptions below) for a period of 4 years from the original date of manufacture. All warranty claims will be remedied via the method which is most appropriate for each individual situation as determined solely by Laacke and Joys Company LLC.

Shipping costs are included on approved warranty claims within the United States.

Examples of what the warranty does not cover:

- Abuse, alteration, misuse, or negligence of the chair or its components at the sole discretion of Laacke and Joys Company LLC.
- Failure to follow the manufacturer's assembly, operating and/or preventative maintenance instructions, either by purchaser or third-party
- Use of models Cygnus Desk, Cygnus Mid or Cygnus High by persons weighing over 400 pounds.
- Products exposed to extreme environmental conditions such as water, smoke, excessive humidity, corrosive materials or improper storage (products should be stored in a dry, climate controlled environment.)
- Products sold by unauthorized dealers.
- Minor variations of color in cover materials against sample swatches or previous purchases.
- Minor irregularities of color, surface, grain, texture, wrinkles or stretch marks in natural leather.
- Fading or discoloration over time or due to soiling, staining, or dye-transferring from clothing.
- Labor costs associated with the installation of warranted parts.
- Any damage not noted on the freight bill before signing at time of delivery.

In no event shall the total liability of manufacturer resulting from product failure, as damages or otherwise, exceed the purchase price of the product. Neither Laacke and Joys Company LLC nor their authorized dealers under any circumstances shall assume responsibility for loss of time, inconvenience, commercial loss, expenses for travel, lodging, or damage to personal property, loss of revenue, or incidental or consequential damages.

Laacke and Joys Company LLC reserves the right to make changes or improvements in the design of Ever Chairs seating products without obligation to make corresponding changes or improvements in previously manufactured Ever Chairs seating products.

All warranty claims must be submitted in writing to [sales@everchairs.com](mailto:sales@everchairs.com).

This is the exclusive and complete warranty made by Laacke and Joys Company LLC with respect to the Ever Chairs seating products. No person whatsoever is authorized to make any representation, warranty, or promise on behalf of the manufacturer. Laacke and Joys Company LLC makes no other expressed warranties and disclaims any and all implied warranties. The remedies set forth above pertaining to repair or replacement of parts or materials are exclusive of all other remedies. Dealer makes no warranty on his or her own.