

# Upholstery & Leather Limited Warranties

**Limited Warranties are non-transferable. The following Limited Warranties are given to the original retail purchaser of New Classic Home Furnishings, Inc. Leather and Upholstery Products. Warranties do not apply to any products sold AS IS, CLOSEOUT, DISCONTINUED or SECOND.**

## **Frames Used In Upholstered and Leather Products**

### **Limited Lifetime Warranty**

A Limited Lifetime Warranty applies to all frames used in sofas, couches, love seats, upholstered chairs, ottomans, sectionals, and sleepers. New Classic Home Furnishings, Inc. warrants these components to the original retail purchaser to be free from material manufacturing defects. Lifetime means the normal useful life of the product. New Classic Home Furnishings, Inc. will pay for reasonable and customary labor rates to repair or replace the defective parts.

### **Springs | 5 Year Limited Warranty**

New Classic Home Furnishings, Inc. warrants these systems to the original retail purchaser for five years from the date of purchase, against spring breakage caused by metal fatigue or spring clips pulling loose from the frame. New Classic Home Furnishings, Inc. will pay, within five years from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts at no charge to the original retail purchaser.

### **Recliner Mechanism | 5 Year Limited Warranty**

New Classic Home Furnishings, Inc. warrants to you, the original retail purchaser, all mechanisms used in recliners for five years from the date of purchase, to be free from material manufacturing defects. New Classic Home Furnishings, Inc. will pay reasonable and customary labor rates to repair or replace the defective parts at no charge to the original retail purchaser.

### **Power Motors | 2 Year Limited Warranty**

New Classic Home Furnishings, Inc. warrants to you, the original retail purchaser, all power motors used in recliners for two years from the date of purchase, to be free from material manufacturing defects. In Year One, New Classic Home Furnishings, Inc. will pay reasonable and customary labor rates to repair or replace the defective parts at no charge to the original retail purchaser. In Year Two, New Classic Home Furnishings, Inc. will provide the motor at no charge to the original retail purchaser.

### **Other Electrical Components | 1 Year Limited Warranty\***

New Classic Home Furnishings, Inc. warrants to you, the original retail purchaser, all motion or electrical components aside from motor used in Recliners. Sofa or Loveseats for one year from the date of purchase, to be free from material manufacturing defects. This includes parachute cable, recliner pulls, lighted cup holders, light strips and their connections. New Classic Home Furnishings, Inc. will pay reasonable and customary labor rates to repair or replace the defective parts at no charge to the original retail purchaser.

### **Upholstered Fabric | 1 Year Limited Warranty**

New Classic Home Furnishings, Inc. warrants the original retail purchaser, for a period of one year from the date of purchase, all upholstered fabrics against seam slippage, fraying, and dye transfers. This warranty does not cover tears, flattening of nap, pilling, fading, or shrinking and is not valid when heavy soiling or abuse is evident. This warranty also does not cover protective finishes, velvets, velvet types, and Orlon, since by their very nature, these fabrics are of soft texture and will crush, shade and mark more readily than most fabrics; these characteristics are in no way to be considered a defect. New Classic Home Furnishings, Inc. will pay, within one year from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts.

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## **Cushioning | 1 Year Limited Warranty**

All seat cushion cores will soften with normal use and will conform to the shape of the user. This shall be considered normal wear, and shall not be considered a loss of resiliency or a material manufacturing defect. Within one year from the date of purchase, New Classic Home Furnishings, Inc. will replace, for the original retail purchaser only, a cushion core in an unattached (loose) seat cushion (an "Unattached Cushion") that has material manufacturing defects, provided that the original retail purchaser (i) follows the Claim Procedure set forth herein and (ii) returns the defective cushion core contained within an Unattached Cushion to New Classic Home Furnishings, Inc, ATTN: Service Dept, 7351 McGuire Avenue, Fontana, CA 92336 together with original purchase receipt and model number. With respect to a cushion core in a seat cushion which is attached to the product (an "Attached Cushion"), New Classic Home Furnishings, Inc, within one year from the date of purchase, will repair or replace, at its option, for the original retail purchaser only, a cushion core, in an Attached Cushion, which has material manufacturing defects, provided that the original retail purchaser follows the Claim Procedure set forth in these Limited Warranties. With respect to an Attached Cushion, New Classic Home Furnishings, Inc. will pay, within one year from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts.

## **Leather | 1 Year Limited Warranty**

New Classic Home Furnishings, Inc. warrants to the original retail purchaser, for a period of one year from the date of purchase, all leather to be free from defects in materials and workmanship, seam slippage, cracking, and dye transfers. Leather is a natural product, and, as such, each hide will reflect its own individuality. Some variations of shade and tone are to be expected as are the nicks, scratches, and wrinkles that only occur in genuine leather; these characteristics are in no way to be considered a defect. New Classic Home Furnishings, Inc. will pay, within one year from the date of purchase, reasonable and customary labor rates to repair or replace the defective parts.

## **LIMITATIONS AND EXCEPTIONS**

These Limited Warranties provide coverage to the original retail purchaser and do not apply to rented, business, commercial, institutional, or other non-residential uses. These Limited Warranties do not apply to (i) merchandise that was, at any time, used as a floor sample or display model, (ii) any merchandise purchased "as is" or second-hand, (iii) any merchandise purchased at a distress sale or a going-out-of business sale, or (iv) any merchandise purchased from a liquidator. All warranties, whether express or implied, cover only normal household usage. No warranty, express or implied, applies to any condition resulting from misuse, abuse, delivery or transportation damage, nor any condition resulting from incorrect or inadequate maintenance, cleaning or care.

## **DISCLAIMER**

**NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF NEW CLASSIC HOME FURNISHINGS, INC.. WITH RESPECT TO THE FURNITURE AND ITS PARTS, OR THE OPERATION, REPAIR, OR REPLACEMENT OF THE FURNITURE AND ITS PARTS. FURTHERMORE, NO REPRESENTATIVE OF NEW CLASSIC HOME FURNISHINGS, INC. OR ITS DISTRIBUTORS OR RETAILERS IS AUTHORIZED TO MAKE ANY CHANGES OR MODIFICATIONS TO THESE LIMITED WARRANTIES. SOME RETAILERS OFFER EXTENDED OR ADDITIONAL WARRANTIES. NEW CLASSIC HOME FURNISHINGS, INC. SHALL NOT BE LIABLE UNDER ANY EXTENDED OR ADDITIONAL WARRANTIES OFFERED BY ANY RETAILER OR THROUGH A THIRD-PARTY. IN NO EVENT SHALL NEW CLASSIC HOME FURNISHINGS, INC. BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SUCH AS LOSS OF USE, INCONVENIENCE, LOSS OR DAMAGE TO PERSONAL PROPERTY, WHETHER INDIRECT OR DIRECT, AND WHETHER ARISING IN CONTRACT OR TORT. IN NO EVENT SHALL NEW CLASSIC HOME FURNISHINGS, INC.'S RESPONSIBILITY EXCEEDS THE PURCHASE PRICE OF THE PRODUCT OR ITS REPLACEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**