

Warranty

Jonti-Craft, Inc. - Product Limited Warranty

This PRODUCT LIMITED WARRANTY (“**Warranty**”) by Jonti-Craft, Inc. (“**Jonti-Craft**”) applies to certain products sold by Jonti-Craft or its authorized dealers, subject to the terms provided below. Because Jonti-Craft cannot control the quality of products sold by unauthorized sellers, Jonti-Craft reserves the right to reject warranty claims for products purchased from unauthorized sellers, including unauthorized Internet sites, unless otherwise prohibited by law.

What is Covered

Covered Products. Except as specifically limited or excluded herein, this Warranty applies to the following products (“**Covered Products**”) sold by Jonti-Craft or its authorized dealers, from the date of delivery to Purchaser or its agent of the Covered Product for the duration of the Warranty Period set forth below:

Lifetime Warranty	15-Year Warranty	10-Year Warranty	5-Year Warranty	1-Year Warranty
Jonti-Craft Birch Rainbow Accents Maple Wave TrueModern KYDZ Suite	EverPlay Outdoor	QuietTime Cots and Cot Carts	Berries Tables and Chairs KYDZ Ladderback Chairs	Young Time RTA Glider Rocker Clean Hands Helper Portable Sinks Table Divider and Desktop Shields Plastic Bins and Tubs

Limited Warranty Coverage. Except as specifically excluded under “What is Not Covered” below, Jonti-Craft warrants to the original purchaser of the particular Covered Product (“**Purchaser**”) that upon delivery to the Purchaser the Covered Products will be free from defects in materials and workmanship and that Covered Products, under normal and proper installation, usage, and maintenance, will be free from defects in materials and workmanship for the duration of the Warranty Period. The term “Lifetime,” and the corresponding Warranty Period, means from the date of delivery of the Covered Product to the Purchaser or its agent for as long as the original Purchaser owns the

Covered Product. This Warranty does not extend to subsequent owners or transferees of any Covered Product. **Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.**

What is Not Covered

Exclusions. This Warranty does not apply to:

Any Covered Products (a) to which Purchaser or any third party makes any unauthorized alteration of or modification to any part of the Covered Product, (b) that were improperly installed, used or maintained, tampered with, misused or abused, by Purchaser or a third party contrary to the normal installation, usage, or maintenance requirements specified by Jonti-Craft, (c) that were used outdoors as all Covered Products are for indoor-use only (with the exception of EverPlay® Outdoor Furniture), or (d) that were damaged by any force out of the control of Jonti-Craft, including, but not limited to, Acts of God, weather, flood or fire;

Defects, damage, or loss resulting from normal wear and tear;

Cosmetic defects or variations occurring in surface or finishing materials (e.g., colorfastness, tones, matching grains, textures, and colors across dissimilar substrates and lots), and natural aging found in materials such as wood, clear coat finishes, and fabrics;

Carpeted or upholstered parts of Covered Products, and similar accessories; and

All other products not listed in “What is Covered” above.

Disclaimers. EXCEPT AS SPECIFICALLY PROVIDED IN “WHAT IS COVERED” ABOVE, JONTI-CRAFT DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

Remedies

Remedies. Jonti-Craft may, at its sole and absolute discretion, elect to repair or replace a defective Covered Product covered hereunder, or refund the purchase price of the Covered Product to the Purchaser.

Limitations of Liability. JONTI-CRAFT SHALL NOT BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH PURCHASER'S USE OF THE PRODUCT OR COVERED PRODUCT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION. THE LIABILITY OF JONTI-CRAFT, IF ANY, AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE NATURE OR CAUSE OF SUCH CLAIM OR DAMAGES OR WHETHER ARISING IN TORT OR CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE COVERED PRODUCT PAID BY PURCHASER. **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.**

Services

Contact Jonti-Craft. To make a claim under this Warranty, to return a Covered Product or to get service on a Covered Product, prior to returning a Covered Product, Purchaser must have proof of purchase and contact Jonti-Craft to receive a Return Merchandise Authorization Number (RMA#), return instructions and make arrangements to have the Covered Product shipped back to Jonti-Craft for inspection.

Purchaser is responsible for return shipping of any Covered Product to Jonti-Craft, and for shipping of any repaired or replaced product by Jonti-Craft to Purchaser. Shipping fees will vary depending on the Covered Product.

Servicing. Following receipt and inspection of the product and the proof of purchase for the product, Jonti-Craft will notify Purchaser of the results of its inspection and its determination of whether the product is subject to this Warranty. If the product is covered under this Warranty, Jonti-Craft will provide Purchaser a remedy for the defective Covered Product in accordance with "Remedies" above. If the product is not covered under this Warranty, Jonti-Craft will notify the Purchaser for instructions regarding the disposition of the product.

This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.