

Limited Warranty

Gasser Chair Co., Inc. (herein the "Company") offers a limited warranty on the workmanship and materials of its commercial seating products known as the Gasser "Trademark" brand, when maintained and operated under normal conditions. This warranty, subject to the excluded items and/or exceptions listed herein, extends over a period of ten (10) years, commencing with the shipping date of the covered product, and is limited to the original Buyer or first user.

Also, Gasser Chair Co., Inc. offers a limited warranty on the workmanship and materials of its commercial seating products known as the Gasser "Club Collection" and "Design Trac" and "QSI" brands. This warranty, subject to the excluded items and/or exceptions listed herein, extends over a period of two (2) years, commencing with the shipping date of the covered product, and is limited to the original Buyer or first user.

Exceptions to the foregoing, and/or items excluded from this warranty (which may be subject to separate warranties) include:

- Booth seating, folding chairs, folding tables, storage carts, hand trucks, accessory items, table tops, table bases, swivel units, glides, gas charged cylinders, adjustable seat or back mechanisms and controls, casters and all products and/or components not identified and known as Gasser "Trademark", "Club Collection" or "Design Trac" and "QSI" brands all of which are subject to a one (1) year limited warranty, commencing with the shipping date of the covered product and limited to the original user.
- Commercial seating products known as the "Proven Solutions" brand are subject to a one (1) year limited warranty period on the workmanship and materials, commencing with the shipping date of the covered product and limited to the original user. The warranty period on "Proven Solutions" brand products may be subject to change based on the agreed upon terms of sale at the time of purchase.
- All upholstery materials and laminates are expressly excluded from any Gasser Chair Co., Inc. warranty, but may be subject to warranties directly from manufacturers of upholstery materials or laminates.

This warranty requires the original user of Gasser Chair Co., Inc. seating products to conduct and maintain accurate records of periodic inspections and necessary maintenance of all covered products, specifically checking for signs of structural fatigue, damage or weakness of welds and joints, tightness of bolts, and greasing of swivels and proper performance of gas-charged cylinders in order to insure structural stability and proper functionality. All periodic inspections must identify the date of inspection, the name of Buyer's employee and/or agent conducting the inspection and all maintenance performed. The Company seating products are designed and manufactured for indoor use only. When the seating products are not in use, they should be properly stored in an indoor climate controlled environment and not subjected to extreme hot/cold temperatures or temperature fluctuations. Failure to comply with these requirements will void this warranty.

Gasser Chair Co., Inc. reserves the right to examine and determine the cause of a claimed defect and/or need for repair. This limited warranty does not cover and specifically excludes any claimed defects and/or need for repairs resulting from normal wear and tear, abuse, neglect, improper installation, faulty maintenance, accidental or intentional damage, foreseeable and unforeseeable misuses, material alterations made by Third-Parties, damage from fire, floods, earthquakes or other acts of God and/or defects resulting from the Company's compliance with the original user's specifications.

Gasser Chair Co., Inc.'s liability under this warranty shall be limited to the cost for materials and/or labor to repair or replace proven defective products. Warranty repairs or replacements will be made without charge for materials and/or labor when the defective parts are returned to the Company, FOB prepaid, and when, upon inspection, the Company determines that failure has occurred within the warranty period and is due to defective materials or workmanship.

THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE TERMS AND CONDITIONS CONTAINED HEREIN. THE COMPANY HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. BUYER AGREES AND ACKNOWLEDGES THAT IN NO EVENT SHALL GASSER CHAIR CO., INC. BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY GENERAL, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES.

Any Gasser Chair Co., Inc. products suspected of being defective, unsafe, or in a condition that might cause personal injury, must be immediately removed from service. Buyer shall also increase the frequency of periodic inspections if the suspected defective and/or unsafe condition is suspected to be a common condition in more than one good.

For assistance with warranty claims, contact: Gasser Chair Co., Inc.
Attn.: Customer Service Manager
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Youngstown, OH 44505-1797
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