



4545 W. Augusta Blvd  
Chicago, Illinois 60651  
Tel: (773) 524-2440  
FAX: (773) 252-7450

## Limited Warranty

### **WARRANTY:**

Freedman Seating warrants to the original buyer that its seats are free from defects in material and workmanship for the following components:

Metal, plastic and foam Components – Two (2) years  
Moving Components – Two (2) years  
Upholstery – Two (2) years

Warranty period begins at time of installation

### **NON-PRORATED REPLACEMENT:**

In the event that a warranty-covered failure should occur within the warranty period, Freedman Seating will repair or replace the seat without charge and without prorating, at Freedman Seating's option. This is the sole and exclusive remedy for breach of any warranty. Any replacement seat or part is only covered by this warranty for the remainder of warranty period applicable to the original seat.

### **EXCLUSIONS:**

This warranty specifically excludes foam, upholstery material, belts, and items exposed to normal wear and tear such as metal finish and paint and does not apply to any seat that is damaged as result of accident, derailment, improper installation, structural defects, intentional damage, abuse, vandalism, negligence, misuse, improper operating conditions, or extreme natural phenomena. Seats exposed to toxic or corrosive materials are excluded from this warranty. This warranty is provided directly to the purchaser only and does not extend to any subsequent party and is solely for the Freedman Seating product as it is originally manufactured.

### **INCIDENTAL, CONSEQUENTIAL DAMAGES, & LIMITATIONS:**

This warranty shall be in lieu of any other warranty, expressed warranty, expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. The purchaser's sole and exclusive remedy against Freedman Seating shall be for the repair and replacement of the defective product as provided herein. No other remedy; including but not limited to incidental or consequential damages for lost profits, lost sales, injury to person or property, shipping, freight, installation, removal, or any other incidental or consequential loss shall be available to the purchaser.

### **NOTIFICATION:**

All reports, claims, or notices required by the warranty to be provided to Freedman Seating must be in writing and delivered to: Attention – Freedman Seating Warranty Claim Department, 4545 W. Augusta, Blvd. Chicago, IL 60651, or by fax to (773) 252-7450. Parts being claimed for warranty must be sent to Freedman Seating for prior approval and warranty acceptance before any warranty claims can be made.

### **INSPECTION AND VERIFICATION:**

The owner must provide access to the failed seat so that Freedman Seating's authorized representative can perform an on-site inspection. Alternatively, Freedman Seating may ask the owner to ship the failed seat to Freedman Seating's laboratory for inspection. Within 30 days of the inspection, either on-site or in the laboratory, Freedman Seating will render an opinion as to whether or not the claimed failure is covered by the warranty.

### **DESIGN:**

Freedman Seating reserves the right to modify parts and design specifications without notice as long as the seats meet general specifications, unless otherwise committed per contract. In case further non-conforming changes have to be incorporated, Freedman Seating will submit such changes to customer for prior approval.