

TERMS + CONDITIONS

Effective 03/01/2023





TERMS + CONDITIONS

Installing Dealership Responsibilities:

1. Designate non-commissioned employees (e.g., Project Manager) to be responsible for coordinating and administering inbound orders.
2. Manage all administrative responsibilities to ensure accuracy, completeness, and proper response time.
3. Provide insurance for public liability, including products, operations, and contractual liability; worker's compensation; property damage with minimum limits of \$1,000,000; transportation vehicles; and occupational disease. Insurance coverage should be maintained for any merchandise in their care or control. This period of responsibility extends from physical receipt of the product to installation and final approval (Sign-Off Agreement) by the customer.
4. Use high quality experienced installers if the Installing Dealer does not maintain their own installation crew and utilizes an outside installation company.
5. Maintain adequate warehouse storage space to accommodate at least one truckload of furniture.
6. Own a delivery vehicle (or available rentals) with appropriate furniture handling tools and equipment.
7. Maintain an inventory of tools and equipment, touch-up paint, wood touch-up capabilities, spare replacement parts, and other hardware normally required to properly install commercial furniture.
8. Maintain and use computer-aided design tools or have access to readily available contractors, if this service is required.
9. Conduct pre- and post-installation meetings with the customer and communicate any delivery requirement changes.
10. Confirm the delivery date with the customer 48 hours before delivery and deliver the product on the scheduled delivery date(s).
11. Communicate any state tax on services to the Selling Dealer as soon as possible.
12. Receive and inspect product. Coordinate and communicate any damaged or replacement product related information.
13. Take field measurements and inspect the site (accessibility, disposal facilities) within one week of receipt of the installation package.
14. Coordinate the involvement of other trades and aT2end construction trade meetings.
15. Install the product using the Hi5 provided installation instructions and dispose of all trash from the job site.
16. If the customer requests product orientation, review the request with the local Sales Rep.
17. Receive less than truckload (LTL) on orders that deliver to the job site.
18. Prepare a punch list.
19. Obtain the signature of the customer on the Sign-Off.
20. Provide any fee-based post-installation service required (e.g., add-on orders, maintenance, reconfiguration, warranty)

Selling Dealership Responsibilities:

1. Help the customer evaluate and specify the furniture.
2. Provide design consultation.
3. Select an Installing Dealer before order entry.
4. Get quote from the agreed upon fee for the installation services.
5. Procure mockups if necessary.
6. Use HI5 Furniture, Inc.'s Symbols Library and CET Designer, or another equivalent design software to prepare design specifications.
7. Close the sale.
8. Prepare purchase orders, including takeoffs.
9. Coordinate the submission of the purchase order.
10. Review the installation package with the Installing Dealer to ensure a complete understanding of its contents.
11. Verify all purchase orders and acknowledgments for accuracy.
12. Coordinate order changes and, if necessary, obtain and submit revised purchase orders.
13. Coordinate and communicate the shipping schedule with the Installing Dealer.
14. Prepare and forward an installation package to the Installing Dealer two weeks before shipment. The installation package should include:
 - Installation drawings
 - Packaging instructions
 - Copy of purchase order
 - Delivery instructions
 - Electrical plan/requirements
 - Contact names, phone number, and email address for your dealership's Dealer Coordinator and a customer contact person
 - All other information necessary to properly install the project
15. Coordinate any design changes and inform the Installing Dealer within 48 hours of the changes. Provide any backorder or shortage information to the Installing Dealer.
16. Expedite and coordinate add-on orders and, if necessary, obtain and submit revised purchase orders.
17. If the Selling Dealer holds the purchase order, they are to invoice the customer for products and services and pay the vendors.
18. File all freight claims and monitor the claim until complete.
19. File all warranty claims and monitor the claim until complete.

TERMS + CONDITIONS



These Terms of Sale are part of a quotation, bid response, or other sales document issued by Hi5 Furniture, Inc.

Ordering Information

Hi5 Furniture, Inc. sells its products on the terms set forth in these standard Terms of Sale: **ORDERS MUST BE SUBMITTED IN WRITING OR ELECTRONICALLY AS REPRESENTED BY A VALID PURCHASE ORDER, WHICH INCLUDES PRODUCT TOTAL.**

An order is not binding upon Hi5 Furniture, Inc. until Hi5 Furniture, Inc. issues an order acknowledgment to the customer, which will include price information and an anticipated delivery date.

Order Changes/Cancellations

For Specials, Customer's Own Material (C.O.M.), finish matches, custom colors, custom products, Master lock and key orders, and RUSH orders, no changes or cancellations are allowed 48 hours after order placement. All other products require approval for changes or cancellations. A change/cancellation fee may apply. Contact Sales@Hi5Furniture.com for applicable charges.

Ship-to addresses changed within five (5) business days of delivery will incur fees to cover administrative costs due to re-labeling of product and/or reconsignment fees with the carrier.

Order cancellations are complete annulments of orders. Order changes are the deletion of line items or a change in size, color, quantity, ship-to address, or scope of work. There is no penalty for additions; however, any change may cause the order, or the line items affected to be rescheduled. Order changes involving additional product and services which increase the value must be accompanied by an amended Purchase Order or other document as agreed.

ALL CHANGES MUST BE IN WRITING, REGARDLESS OF THE (DOLLAR) VALUE. CHANGES ARE NOT BINDING UPON Hi5 Furniture, Inc. UNTIL Hi5 Furniture, Inc. ISSUES AN ACKNOWLEDGMENT OF THE CHANGE.

Orders Approved for Return

An RMA (Return Materials Authorization) will be sent with details for return. All products must be packed as they were originally received and returned Freight prepaid to our factory unless otherwise noted on RMA. Customer is responsible for any additional damages in transit due to improper packaging. No collect shipments will be accepted for any reason. Please clearly mark all packages with RMA# to expedite RMA process.

Valid/Complete Purchase Order

The following information is required in order to process an order with Hi5 Furniture, Inc.:

Dealership and/or Customer Information

- Sold To: Legal name, complete address (if Hi5 Furniture, Inc. is to bill the end user, provide end user Purchase Order made out to Hi5 Furniture, Inc.) and phone and email address.
- Ship To: Legal name and address.
- Purchase Order Number: From the party Hi5 Furniture, Inc. will be billing.
- Authorized Signature: All Purchase Orders must be signed by a duly authorized representative if a signature line is present.
- Contact Name and Phone Number: Person Hi5 Furniture, Inc. with questions regarding the order.
- Shipping Contact: Name and phone number of person to be contacted regarding shipping and delivery matters.
- Tagging Instructions: This information will appear on all documentation received from Hi5 Furniture, Inc. including cartons, acknowledgments, and invoices.
- Product Total: Net dollars.
- Installation, Design, Project Management, and/or Service Fees (if a contract order)

Product Information

- Quantity
- Product Numbers
- Colors
- Product Model Codes
- Approval Drawings: An authorized signature by a duly authorized representative is required for shop drawings when applicable.
- A deposit may be required for custom materials.
- All orders will be acknowledged via email.
- All orders are acknowledged upon entering as Hi5 Furniture, Inc. interprets them. All acknowledgements are sent via e-mail attention the contact's name on the purchase order received. It is the customer's responsibility to note any discrepancies on the acknowledgement and notify Hi5 Furniture within 48 hours. If Hi5 Furniture, Inc. does not receive a signed approval sheet or notification of any changes within 48 hours, we will assume that the order is correct and are not responsible for changes or errors. Hi5 Furniture, Inc. lists an estimated ship date on every acknowledgement. Any order that is time sensitive or requires any special instructions, please note instructions and/or requirements on purchase order and we will make every attempt to accommodate your request. Hi5 Furniture, Inc. is not responsible for any labor charges or installation fees if the shipping date does not meet your requirements.

Pricing Policies

Terms of Payment

Terms of payment and credit limits will be established based on financial information. Standard payment terms on open credit are net thirty (30) days from invoice date. Advance payments or other payment security may be required by Hi5 Furniture, Inc.. The account balance must be always at or below the credit limit and current (no past-due balances). Hi5 Furniture, Inc. reserves the right to delay or cancel any delivery to a Dealership and/or Customer whose Hi5 Furniture, Inc. account balance is over the credit limit and/or past due. For custom or projects over \$100K NET, a deposit will be required.

Terms of Credit

Customer hereby authorizes Hi5 Furniture, Inc. to obtain such credit reports, financial information or other information as Hi5 Furniture, Inc. may request, including, without limitation, credit information from any financial institutions or others having a business relationship with the Dealership and/or Customer. The Dealership and/or Customer hereby authorizes any credit references to answer Hi5 Furniture, Inc.'s inquiries and provide such credit information and documentation as Hi5 Furniture, Inc. may request.

The Dealership and/or Customer hereby releases and holds Hi5 Furniture, Inc. harmless for any inconvenience whatsoever, caused by any temporary or permanent withdrawal or restriction of credit privileges hereunder, or the enforcement of any of the provisions contained in this paragraph.

Past-Due Charges

Past-due balances will be increased by a maximum of 2% per month, without forfeit of Hi5 Furniture, Inc.'s right to immediate payment.

Applicable Prices

The price of any product sold to a Dealership and/or Customer by Hi5 Furniture, Inc. will be based upon the US Dollar that is Published Price Book and discounts are subject to change without notice or approval. Product Prices do not include storage, installation or Freight charges. Applicable prices are in effect at the time of the RECEIPT of an ORDER; Hi5 Furniture, Inc. reserves the right to use the published pricing effective at the time of shipment, if the requested delivery date is more than 120 days.

Forms of payment:

1. Mail a check to: Hi5 Furniture, Inc.
4304 NW MaT2ox Road, Riverside, MO 64150
2. ACH
Email Accounting@Hi5Furniture.com for information
3. Credit Card - Hi5 accepts VISA and MasterCard
Email Accounting@Hi5Furniture.com for form to complete and processing fee



TERMS + CONDITIONS

Shipping and Delivery

Hi5 Furniture, Inc. will have the right to determine the method of shipment and routing of product. If, for any reason, a delivery has to be made to an intermediate location (i.e. a location other than the "Ship To" location noted on the order or ultimate end user location), all handling and re-delivery costs incurred would be at the Customer's expense.

U.S.A. - Contiguous

All deliveries will be FOB Destination from Hi5 Furniture, Inc.'s manufacturing facilities.

Freight Zone #1: Please add 300 net for orders less than 4K net. Freight prepaid otherwise.

Freight Zone #2: Please add 500 net for orders less than 6K net. Freight prepaid otherwise.

Freight Program is within the Continental United States Only. All Freight from that point is the responsibility of the Dealership and/or purchasing customer.

Delivery Shortages and Damage

Product shortages and damage must be noted on delivery receipts at the time of delivery and reported to the carrier for correction. Claims against Hi5 Furniture, Inc. for shortages, errors, or damage must be made within ten (10) days of the date of delivery or the Customer waives the right to make such a claim. Signed Bill of Ladings or Delivery Receipt must be sent in with claims.

All products are shipped in compliance with the National Motor Freight Classification Code. All products ship unassembled unless otherwise specified by Hi5 Furniture. Hi5 Furniture can not be held accountable for delivery of goods to installation sites that are not equipped with elevators, loading docks that accommodate 53-foot trailers or for the inspection of such its prior to delivery. Freight is dock-to-dock bases using Hi5's carrier.

Additional Freight Charges

All products are shipped FOB origin based on a dock to dock delivery only. Additional expenses will be debited from customer account and billed on as "shipping/handling." Examples of additional expenses are: Inside delivery, Residential delivery and Lift gate requirements all have variable charges.

Delivery Dates and Delay

If Hi5 Furniture, Inc. cannot deliver products as scheduled due to causes beyond its reasonable control (such as casualty, labor disputes, or accident; inability to obtain necessary labor, whether material or transportation; or changes requested by the Customer), the delivery date will be extended to compensate for the delay as determined by Hi5 Furniture, Inc.

Storage

Hi5 Furniture, Inc. may transfer product to storage at the Customer's risk and expense if the Customer is unable or unwilling to take delivery of product as originally scheduled. Upon such transfer to storage, the Customer assumes risk of loss. Hi5 Furniture, Inc. will invoice the Customer for storage fees and the Customer will make payments in accordance with Hi5 Furniture, Inc.'s standard payment terms

Storage fees are based on the net total and are charged as follows: One month 2%, Two months 4%, Three months 6%, Four months 8%, and so

Force Majeure

In the event that the performance of Customer or Hi5 Furniture, Inc. or its participating dealer(s) would be prevented, restricted, interfered with or rendered commercially impracticable by reason of Force Majeure, then upon the giving of notice to the other parties, the party affected by the Force Majeure shall be excused from performing hereunder until the Force Majeure no longer prevents, restricts, interferes with, or renders such performance commercially impracticable. "Force Majeure" shall mean: fire, explosion, breakdown of plant, epidemic, hailstorm, snow/ice storms en route, hurricane, tornado, cyclone, flood or power failure; war, revolution, civil or military disturbances, acts of public enemies, acts of terrorism, blockade or embargo; any law, order, proclamation, regulation, ordinance, demand or requirement of any applicable governmental authority or any subdivision, authority, or representative of any such government; labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts; or difficulties beyond Hi5 Furniture, Inc.'s reasonable control in obtaining necessary raw materials, labor, fuels and electric power, components or facilities, and any other circumstances beyond the control of the party affected.

Delays by Customer

Where Hi5 Furniture, Inc. has not received adequate site dimensions, Product specifications, shipping information, installation particulars or other information required by Hi5 Furniture, Inc. to permit the efficient manufacture of any Products, or where site conditions are not in accordance with the Installation Requirements set forth, or are not otherwise suitable to permit effective and efficient installation, the manufacture and/or delivery of Products may be delayed, and such event shall constitute a delay by the Customer. When manufacture, delivery or installation is delayed by the Customer or at the Customer's request:

1. Hi5 Furniture, Inc. may, at its option, present the invoice for the full price of the Products to the Customer as then due and payable;
2. the Customer shall pay to Hi5 Furniture, Inc. all reasonable storage, handling and other reasonable incidental expenses incurred by Hi5 Furniture, Inc. in connection with such delay;
3. and the Customer shall bear all risk of loss or damage to the Products being held by Hi5 Furniture, Inc. for the Customer.

Governing Law

For products purchased for delivery in the U.S. pursuant hereto, this Agreement shall be governed by and construed according to the laws of the State of Missouri.

The parties agree to the exclusive jurisdiction of the courts of Missouri for the purpose of hearing any disputes arising under the Hi5 Furniture, Inc.'s Terms & Conditions or with respect to any Products sold pursuant hereto and agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any other provision or law which would have the effect of applying the laws of any jurisdiction other than Missouri, as the case may be, shall be excluded.

Taxes

Hi5 Furniture, Inc. prices do not include customs duty, sales, use, value added or similar taxes. Any federal, state/provincial or other taxes or assessments based upon the sale or delivery of products or services sold applicable to the customer at present or later imposed by federal, state/provincial or municipal agencies, shall be added and paid by the Customer. Customer is responsible for all such taxes.

NOTE: For all countries a valid sales tax exemption certificate must be approved by and on file with Hi5 Furniture, Inc. prior to product shipment. Otherwise, sales tax will be due and payable to Hi5 Furniture, Inc. when such tax is invoiced to Customer.

Termination by Hi5 Furniture, Inc.

Hi5 Furniture, Inc. may immediately terminate an order upon written notice in the event bankruptcy or insolvency proceedings are instituted by or against the Customer, or the Customer is adjudicated as bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, or proposes or makes any arrangements for the liquidation of its debts, or a receiver or receiver and manager is appointed with respect to all or any part of the assets of the Customer.

General Information

Use and Installation of Products
Hi5 Furniture, Inc. recommends that its products be installed by experienced commercial furniture installers according to Hi5 Furniture, Inc.'s written installation procedures. The Customer agrees to use Hi5 Furniture, Inc. products properly; not to remove or alter safety devices, warnings, or operation instructions placed on products by Hi5 Furniture, Inc., and to instruct employees as to the proper care and use of the products according to printed.

Any building where Products are to be installed shall be fully closed in, dry and protected from the natural elements, with temperatures between 40°F and 90°F (4°C and 32°C) and relative humidity not to exceed 70% at any time including receipt of products, during and after installation and shall be adequately heated and/or air-conditioned.

Electrical hardwiring, plumbing and mechanical work is not included and shall be the responsibility of the Customer. Hi5 Furniture, Inc. shall not be responsible for obtaining permits or bonds.

WARRANTY

Effective 03/01/2023





WARRANTY

OBSOLESCENCE POLICY

As we develop new products there is an emphasis to provide solutions that are compatible yet allow for enhancement of previous generations of products. This benefits the customer who desires to leverage their existing products but enhance their work environment at the same time. With this mindset, under our obsolescence policy, Hi5 Furniture, Inc. takes reasonable steps to provide our customers with products of comparable form, fit, and function. As with any material or component, supply chain challenges can impact our ability to offer previous or existing products. In addition, fabrics and finishes are significantly impacted by design trends resulting in shorter life cycles. In these situations, we will make reasonable efforts to find coordinating solutions.

Product obsolescence or discontinued announcements are published at least 90 days before the effective date. It includes a recommended alternative where suitable. If materials are available beyond the discontinued date, Hi5 will continue to provide the products as a custom request on a case-by-case basis as long as it is commercially reasonable to do so. Hi5 reserves the right to make modifications to the product line, however such modifications will be made with consideration for the functional and aesthetic characteristics of the product. This commitment to availability does not guarantee lead times, prices or surface materials and will not be extended by the renewal of any agreement between Hi5 Furniture, Inc. or any authorized dealership and the customer, including any automatic renewal provisions.

THE Hi5 Furniture, Inc. WARRANTY

To ensure customer satisfaction and peace of mind, we stand behind our products with the following Hi5 Furniture, Inc. Limited Lifetime Warranty. Please refer to www.Hi5Furniture.com for the applicable Hi5 Furniture, Inc. warranty or contact your local Authorized Commercial Furniture Dealership.

All items should be inspected at two-month intervals for missing glides, levelers, loose screws, broken or cracked welds, lose or unseated columns, etc.

What Products are Covered?

This Limited Lifetime Warranty applies to new products manufactured by Hi5 Furniture, Inc., after **March 1, 2023**, that are sold through an Authorized Commercial Furniture Dealership ("Covered Products"). In this Limited Lifetime Warranty, the terms "us," "we," "our" and similar terms refer to Hi5 Furniture, Inc., and the end-user purchaser refers to the first organization who purchased for their own internal use and not for resale or distribution.

The following products not covered by this Limited Lifetime Warranty, and neither Hi5 Furniture, Inc. nor its affiliates will have any obligation or liability relating to them:

1. software;
2. consumable items, such as baT2eries and bulbs/lamps;
3. the customer's own material (COM), or any material specified by the purchaser that is not a standard Hi5 Furniture, Inc. product offering
4. any item manufactured by a third party from whom Hi5 Furniture, Inc. purchases the item for resale without incorporating it into a Hi5 Furniture, Inc. product as a component or part (in those situations, if the purchaser is not a direct beneficiary of the manufacturer's warranty, then Hi5 Furniture, Inc. will assign to the purchaser any warranty that the manufacturer provides, to the extent the warranty is assignable);

What Problems are Covered?

Subject to the terms of this Limited Lifetime Warranty, Hi5 Furniture, Inc. warrants to the end-user purchaser of a Covered Product that the Covered Product, at the time of purchase, will be free of any defect in design or workmanship that materially impairs the performance or functionality of the Covered Product under normal use (a "Defect"). This warranty is for 24-hour / 7-day multiple shift use of the applicable Covered Product.

In this Limited Lifetime Warranty, normal use means use of a Covered Product in accordance with all the following:

1. Hi5 Furniture, Inc.'s standards instructions, guidelines, and recommendations for that Covered Product;
2. if the Covered Product is part of the Hi5 Furniture, Inc. Collection and not manufactured by Hi5 Furniture, Inc., then the applicable manufacturer's standard instructions, guidelines, and recommendations for that Covered Product; and
3. applicable laws, rules, regulations, and ordinances

A Defect excludes, and Hi5 Furniture, Inc. and its affiliates will not have any responsibility or liability for, the following:

1. normal wear and tear;
2. any damage, wear or failure of the Covered Product that occurs during transport of the Covered Product, or that is caused by improper use, care or maintenance of the Covered Product or by an act of God or other event outside of Hi5 Furniture, Inc.'s reasonable control;
3. the natural variation of color, grain or texture found in wood and leather;
4. the natural aging of materials such as wood, fabric and leather which results in colors changing over time or during use;
5. dye lot variations in fabric and leather;
6. the natural patina of leather during use;
7. "puddling" or wrinkling of fabrics, leather, or faux leather;
8. reverse crocking of dyes from clothing onto seating materials;
9. change in color (including fading) or other surface effects resulting from exposure to chemicals (such as chemicals in cleaning solutions) or
10. exposure to sunlight or other sources of ultraviolet rays;
11. any damage, wear or failure of the Covered Product caused by the integration or use of any non-Hi5 Furniture, Inc. materials, components, devices or other products into or with any Covered Product; or
12. any damage, wear, or scratching to flooring from glides, casters, or other components.

THE Hi5 Furniture, Inc. WARRANTY (continued)

What are the Warranty Periods?

A Covered Product's warranty period begins on the Covered Product's date of manufacture and ends on the expiration of the time period identified below for that Covered Product. In addition, the warranty period will automatically terminate at the time that the end-user purchaser ceases to solely own, possess, control, and use the Covered Product.

The warranty period will automatically terminate if the End User and/or Authorized Commercial Furniture Dealership fails to pay the Hi5 Furniture, Inc. invoice in full within 90 days of shipment.

Lifetime

Except for those Covered Products or related components or materials identified below as having a different warranty period, the warranty period of a Covered Product is as long as the original end-user purchaser continues to solely own the Covered Product.

Ten (10) Years

The following Covered Products have a 10-year warranty period:

- Premium Textured HPL
- Case good mechanisms (hinges, slides, latches, glides, casters, slow-close mechanisms, etc.)
- Products that are at any time used in a classroom or educational environment (other than administrative areas) except as limited or described below

Five (5) Years

The following Covered Products have a 5-year warranty period:

- Electrical power boxes including AV accessories (excluding USB receptacles)
- Accessories (e.g., cup holders and table holders)
- Vertical use markerboard laminates
- User-adjustable work-surface mechanisms
- Hi5 Furniture, Inc. seating products (framework, seating foam, glides & casters, and plastic components)
- Fabric, leathers or faux leather

One (1) Year

The following Covered Products have a 1-year warranty period:

- horizontal use markerboard laminates
- standard glides and levelers
- standard locking casters and non-locking
- gas cylinders
- Folding and Nesting mechanisms
- Outdoor products (including walls, tables, chairs and frames)
- umbrellas and umbrella base
- Union 2.0 table HPL self-edges
- Divider panels
- Height adjustable product mechanisms
 - Troubleshooting procedures provided by Hi5 Furniture, Inc. must be used to determine if a mechanism is defective, the associated error code needs to
 - be included in the Service Notification emailed to Sales@Hi5Furniture.com
- Moving components or parts

No Warranty

The following Products and conditions are excluded from the definition of "Covered Product" and therefore not covered by this Limited Lifetime Warranty, exclusions noted or defined in sections "What Products are Covered" and "What Problems are Covered"

- HPL self-edges (exception of Union 2.0 tables)
- Materials used by custom request

Service Parts – Hi5 Furniture, Inc. authorized service parts installed on a Covered Product will be covered by this Limited Lifetime Warranty for the remaining balance of the warranty period for that Covered Product, so long as the service part was installed by Hi5 Furniture, Inc. or an authorized installer to in install that Covered Product.



WARRANTY

THE Hi5 Furniture, Inc. WARRANTY (continued)

What Remedies are Available?

If a purchaser makes a valid claim under this Limited Lifetime Warranty for a Defect to a Covered Product, Hi5 Furniture, Inc., at its option, will either:

1. repair the Covered Product at Hi5 Furniture, Inc.'s cost;
2. replace the Covered Product at Hi5 Furniture, Inc.'s cost with a new or refurbished product with comparable function and performance, or
3. refund or credit the purchase price of the Covered Product (excluding taxes, duties, fees, and other amounts).

All repair and replacement work will be performed by Hi5 Furniture, Inc. or a third party engaged by Hi5 Furniture, Inc. to perform the specific repair or replacement work relating to the Defect; repair or replacement work performed by any other person will void this Warranty.

Hi5 Furniture, Inc. will not be responsible for any cost or expenses incurred by the purchaser relating to repair or replacement of a Covered Product due to a Defect, including without limitation freight, insurance, inspection, storage and similar costs and expenses. Any Covered Product that is replaced or whose purchase price is refunded or credited will become the sole and exclusive property of Hi5 Furniture, Inc.

What Conditions Apply?

All the following conditions must be satisfied to make a valid claim under this Limited Lifetime Warranty for a Defect to a Covered Product:

1. the Authorized Commercial Dealership or end-user must have notified Hi5 Furniture, Inc. in writing of the Defect within 30 days after the purchaser first learns or has notice of the Defect, and
2. in any event not later than three (3) business days after the last day of the applicable warranty period; all such notices must be sent to Hi5 Furniture, Inc. at Sales@Hi5Furniture.com Attention: Warranty Claims;
3. the purchaser must provide original Hi5 Furniture, Inc. order number and have fully complied with all instructions, requirements, and directions provided by Hi5 Furniture, Inc., the Authorized Commercial Dealership or their respective agents regarding the inspection, preservation or safeguarding of the Covered Product and the transportation and delivery of the Covered Products;
4. the Covered Product must have been installed by Authorized Commercial Dealership installers, per instructions supplied by Hi5 Furniture, Inc.;
5. all prior repairs of the Covered Product must have been performed by Hi5 Furniture, Inc. or a third party engaged by Hi5 Furniture, Inc. to perform the specific repair work;
6. the repair of the Defect of the Covered Product pursuant to this Warranty must be performed by Hi5 Furniture, Inc. or a third party engaged by Hi5 Furniture, Inc. to perform the specific warranty-repair work;
7. at all times the Covered Product must have been in a building that is (a) dry, fully closed-in and protected from the natural elements, and (b) adequately heated, ventilated and air conditioned to maintain an internal temperature between 40°F and 90°F (4°C and 32°C) and relative humidity levels not to exceed 70% at any time
8. the Covered Product must not have been modified, and the purchaser must have used and maintained the Covered Product in full conformity with all of Hi5 Furniture, Inc.'s written specifications, instructions and guides regarding use, care, and maintenance.
9. if the Covered Product is replaced or its purchase price is refunded, all bills of sale, assignments, releases, consents, approvals, and other documents and/or actions required by Hi5 Furniture, Inc. to assign and transfer to Hi5 Furniture, Inc. sole and exclusive title in the Covered Product, free and clear of all liens, claims and encumbrances, must have been executed, delivered and/or made, as applicable; and
10. all other conditions and requirements in or arising under this Limited Lifetime Warranty, applicable law or a written agreement between Hi5 Furniture, Inc. and the purchaser, must have been fully satisfied.

GENERAL TERMS

This Product Compatibility and Limited Lifetime Warranty Policy extends solely to original end-user purchasers of Covered Products and not to their successors, assigns, employees, agents, or affiliates. This Policy is not assignable or transferable in whole or in part, whether voluntarily, by operation of law or otherwise, and any purported assignment or transfer will be void.

All determinations regarding the scope, applicability, and interpretation of this Policy, including without limitation the satisfaction of and compliance with any of its conditions and requirements, will be made solely by Hi5 Furniture, Inc. in its discretion. All such determinations made by Hi5 Furniture, Inc. will be final, non-appealable and binding on all persons.

EXCEPT FOR THE EXPRESS Limited Lifetime Warranty STATED ABOVE, TO THE EXTENT ALLOWED BY LAW, Hi5 Furniture, Inc. DOES NOT MAKE, AND IT EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY PRODUCT OR SERVICE AND, IN PARTICULAR, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ANY LEGALLY REQUIRED WARRANTY THAT MAY NOT BE DISCLAIMED WILL BE LIMITED IN DURATION TO ONE (1) YEAR FROM THE DATE OF MANUFACTURE.

AS SET FORTH IN THIS POLICY, REPAIR OR REPLACEMENT, OR REFUND/CREDIT OF THE PURCHASE PRICE, AT Hi5 Furniture, Inc.'s OPTION, OF A COVERED PRODUCT ARE THE EXCLUSIVE REMEDIES FOR ANY DEFECT TO THAT COVERED PRODUCT OR ANY OTHER ISSUE RELATING TO ITS MANUFACTURE OR INSTALLATION. IN NO EVENT SHALL Hi5 Furniture, Inc. OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY IN TORT OR FOR ANY CONSEQUENTIAL, ECONOMIC, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUES, USE OR REPUTATION, WITH RESPECT TO ANY COVERED PRODUCT OR ANY OTHER PRODUCT, WHETHER CAUSED BY, ARISING FROM OR RELATING TO A DEFECT OR OTHERWISE.

Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in the immediately preceding paragraph may not apply to a purchaser. This Limited Lifetime Warranty gives the purchaser specific legal rights, and the purchaser may also have other rights which vary from state to state.