

WARRANTY

Product Warranty

There are no express or implied warranties, conditions and obligations of MCONTRAST, whether statutory or otherwise, that extend beyond what is stated herein.

Our products are made to the highest standard and are warranted free from defects of material and workmanship for three years from the date of delivery. During the warranty period, MCONTRAST will repair or replace, at its discretion and without charge to the original purchaser, any product or part thereof which fails as the result of defects in material and workmanship, under single shift use and normal care, for three (3) years from date of delivery, with the following exceptions: guest and stacking chairs which will be warranted for three (3) years; drawer glides, drawer boxes, drawer pulls, and lock mechanisms have a five (5) year warranty for original purchaser; power and communication components are warranted for one (1) year; height adjustable mechanisms and bases are warranted for two (2) years. Repair or replacement of discontinued product will be at the discretion of MCONTRAST.

Natural color changes, variations or movements in lumber, veneer products and stone, exposure to extreme temperature changes and direct sunlight may cause color changes and/or surface damage. These are circumstances beyond the control of MCONTRAST and are not warranty issues.

This warranty is the "Buyer's" exclusive remedy for product defect and does not apply to damage caused by dealer, installer, user modification, or attachments to a product.

MCONTRAST makes no express or implied warranties as to any product, and in particular, makes no warranty of merchantability and/or of fitness for any particular purpose. MCONTRAST shall not be liable for any direct, indirect, incidental or consequential loss or damage or for commercial loss suffered by the "Buyer" by reason of any defect

in workmanship or manufacturing of the product or inability to use the product arising from any product defect.

MCONTRAST shall not be liable for defects wholly attributable to the normal manufacturing process. Replacement or repair of the products shall be the sole remedy of the "Buyer"; and MCONTRAST shall not be liable.

This warranty gives specific legal rights. Other rights vary from state to state. Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply. All complaints must be resolved through the original purchaser. To obtain warranty service, the purchaser must supply dated proof of purchase.

MCONTRAST reserves the right to make changes without prior notice in dimensions, design and/or construction, pricing or product literature.

Warranty Limitations and Exclusions for Textiles

Moreover, this warranty does not cover accidental damage, abuse, alteration, ordinary wear and tear of goods, negligence and misuse nor variations over which we have no control such as heat or humidity or damage to which the goods are connected that is not attributable to the failure of the goods themselves. This warranty is null and void when the product is installed with hardware other than that supplied and/or when installed differently than recommended in the installation guide.

Modification to the produce or hardware may result in failure of the product and cause damage and/or injury.

Choice of Law

This Agreement, any sales thereunder, any Arbitration proceedings shall be governed and interpreted in accordance

with the laws of the State of New York, without regard to conflicts of laws rules.

Arbitration

In the event a dispute arises between you and MCONTRAST arising out of this Limited Furniture Warranty, such dispute will be determined and settled by binding arbitration between the parties, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). More information about the AAA is located at www.adr.org, or you can call the AAA at 1-800-778-7879.

Arbitration will be a Desk/Documents-Only Arbitration with one arbitrator.

The arbitration will not be combined with any other proceeding or arbitration against one of the parties. All arbitration proceedings will be closed to the public and confidential and all related records will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The decision and the arbitrator award will be in writing and will include a statement setting forth the reasons for the disposition of any claim. A dissenting decision will also be set forth in writing. The arbitrators' award will be final and binding on the parties, and judgment thereon may be entered in any court of competent jurisdiction.

Governing Law

This limited Furniture Warranty will be governed by the laws of the State of New York.

Venue

For any claim of \$5,000 or less (exclusive of interest, attorney's fees, and costs) arising out of or relating to this Agreement, venue shall be exclusively in New York City Small Claims Court.