

Warranty

Limited Warranty

Products manufactured by Cumberland are warranted to be free of defects in design, material and workmanship under normal use and care for five (5) years of single-shift service, from the date of delivery, with exceptions noted below:

1. All products and components not listed below five (5) years.
2. High wear parts such as casters, gas lifts, fabrics and other covering materials (2) years.
3. Electrical components and custom-made products not described in Cumberland's catalog-one (1) year.

Other exceptions: CUMBERLAND does not warrant matching of color, grain or texture of wood or leather because of natural color variations which cannot be controlled. Damage in transit or occasioned by accident, negligence, abuse or alteration is not included in this warranty. CUMBERLAND does not warrant the appearance, behavior, or durability of "customer's own material" or "customer's own leather" applied to CUMBERLAND products. Upholstery materials not warranted against fading or irregularity in register.

This warranty extends only to products manufactured and sold in North America and only to original purchasers acquiring new Cumberland products through authorized dealers, directly from Cumberland or from others specifically authorized by Cumberland to sell its products.

Cumberland's sole obligation under this warranty is to repair or replace, at Cumberland's discretion, products which prove to be defective during the warranty period. Purchasers may be required to establish that a claim is within the warranty period. To initiate a warranty claim, the purchaser should contact an authorized Cumberland dealer.

NO OTHER WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE IS MADE BY CUMBERLAND EITHER EXPRESSED OR IMPLIED. CUMBERLAND SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM ANY PRODUCT DEFECT.

CUMBERLAND WARRANTY APPLIED ONLY TO CUMBERLAND products. Warranty does not apply to attachments to CUMBERLAND products. Any warranty expressed or implied is invalid when CUMBERLAND components are used in conjunction with any components not manufactured or sold by CUMBERLAND. Products not installed or used in accordance with CUMBERLAND installation and/or application guidelines are not included in this warranty.

Applicable Law

This agreement is governed by the laws of the State of Michigan. All parties agree that any lawsuit or proceeding or other form of litigation arising directly or indirectly out of this Agreement shall be litigated only in Courts within the State of Michigan and City of Grand Rapids, and both parties consent to the jurisdiction of any court located within the State of Michigan and City of Grand Rapids. This agreement supercedes all prior writings and may not be modified except in writing signed by one of our officers.