



Jonathan Louis

Dreams Happen. Make Room.

## LIMITED WARRANTY

(February 24, 2015 version)

Jonathan Louis International ("JLI") provides this Limited Warranty to the original retail purchaser of our products for consumer use ("you"). No warranty is provided to subsequent purchasers or to purchasers of our products for commercial, rental or institutional purposes.

What Does This Warranty Cover? This warranty covers defects in materials and workmanship in your new furniture under normal use.

How Long Does This Warranty Last? THIS WARRANTY LASTS FOR:

- **WOODEN FRAME - LIFETIME OF THE PRODUCT.** FOR PURPOSES HEREOF, LIFETIME SHALL MEAN SEVEN (7) YEARS AFTER THE DATE OF THE ORIGINAL PURCHASE WHICH IS THE ANTICIPATED USEFUL LIFE OF THE FURNITURE.

- FOUR (4) YEARS AFTER THE DATE OF THE ORIGINAL PURCHASE FOR ANY IMPLIED WARRANTIES THAT ARE NOT DISCLAIMED HEREIN.

- **SEAT CUSHION FOAM, FILLING, SPRINGS - THREE (3) YEARS** AFTER THE DATE OF THE ORIGINAL PURCHASE.

- **FABRIC AND ALL OTHER ELEMENTS - ONE (1) YEAR** AFTER THE DATE OF THE ORIGINAL PURCHASE

Notwithstanding the above, this warranty will terminate sooner if the original purchaser transfers the product to someone else. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

What This Warranty Does Not Cover

For purposes hereof, "defects" does not include natural markings, brands, scars (in the case of leather or wood), grain or color variations, wrinkles or other natural or ordinary characteristics of the exterior of your furniture, fading, pilling or dye lot variations.

This warranty does not cover purchasers of our products for commercial, rental or institutional purposes.

The use of any sample or model in connection with your purchase of our products is for illustrative purposes only, is not part of the basis of the bargain, and is not to be construed as a warranty that the product that you receive will conform to the sample or model. Products sold "as is" and/or "floor models" are not covered by this warranty.

This warranty does not cover any problem caused by transportation, delivery, set up or conditions of the location of use of the product, abuse, misuse, use of the product for other than its customary or normal use, accidents, outdoor use, ordinary wear and tear, failure to follow instructions, improper maintenance or cleaning, damage caused by heavy soiling, pets, accidents or an act of God (such as a flood).

For information on the proper maintenance and cleaning of our products, please go to [www.JonathanLouis.net./resourceguide/](http://www.JonathanLouis.net./resourceguide/)

This warranty does not cover damage to floors, flooring, floor coverings (including without limitation carpet or rugs) or other property caused by dragging our products across the floor or the movement of our products on or about the floor, flooring, floor coverings or other property. **Furniture should be kept on an area rug or protective pads when on hardwood floors to keep from potentially scratching the floors.**

Consequential and incidental damages are not recoverable under this express or any implied warranty nor are damages arising out of or related to the inability to use the product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

JLI MAKES NO EXPRESS OR IMPLIED WARRANTY THAT ITS PRODUCTS ARE FIT FOR ANY PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS LIMITED WARRANTY. Except as expressly set forth herein, all other warranties are disclaimed and our products are being sold on an "as is" basis. There are no warranties which extend beyond the description on the face hereof. Some states do not allow the exclusion or limitation of implied warranties, so the above limitation or exclusion may not apply to you.

What Will JLI Do? JLI will repair or replace any materially defective product at no charge to you. If identical materials are not available at the time of product service, JLI reserves the right to substitute materials which may be of a different type, pattern, color, grain, texture, fabric, leather or wood, but of equal or higher quality. For one (1) year after the date of the original purchase, JLI will pay the costs of parts, labor, and shipping to and from the authorized dealer to JLI, if necessary. Thereafter, to the extent of any continued warranty, JLI will pay for parts and you will be required to pay all other cost, including shipping and labor.

How Do You Get Service? Contact the authorized dealer or retailer of the product or contact JLI at 544 W. 130th Street, Gardena, CA 90248, attention: Customer Service/Warranty Dept. Such person will ask you to demonstrate that you were the original purchaser of this product so please keep your receipt or sales invoice. You will also need to provide evidence of the alleged defect. Either the authorized dealer or JLI may inspect the product that you allege is defective or require you to transport such product to JLI for inspection. If JLI does not believe that the item is defective, it will notify you in writing and, if it had received it for inspection, return it to you. If JLI does believe that the item is defective, it will repair or replace it, in its sole discretion, at its sole cost.

How Do You Resolve Disputes? Before suing under Magnuson-Moss Warranty Act, you and JLI agree to settle by private, confidential arbitration any claims and controversies either party may have against the other arising out of or related to this Limited Warranty and/or JLI's products or services ("Arbitrable Claims"). To the fullest extent permitted by applicable law, you agree that all Arbitrable Claims will be resolved by private, confidential arbitration as set forth herein.

You agree to pursue the Arbitrable Claims in an individual capacity and not as class representative or class member in any purported class action proceeding.

Written notice to JLI shall be sent to 544 W. 130th Street, Gardena, CA 90248 attention: Warranty Claims Dept. The written notice shall identify and describe the nature of the claims asserted and detail the facts upon which such claims are based. The notice shall be sent by certified or registered mail, return receipt requested.

The arbitration shall be conducted confidentially before a single arbitrator in accordance with the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the claim is made, and a judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. If the parties cannot agree on an arbitrator, the JAMS rules shall govern selection. A copy of the current rules can be viewed online at <http://www.jamsadr.com/rules-streamlined-arbitration/>. Such arbitration shall be filed with JAMS and heard in Los Angeles, California. Their address is: 555 West Fifth Street (Gas Company Tower), 32nd Floor, Los Angeles, CA 90013, USA. Their phone number is: 213-620-1133.

California Code of Civil Procedure Section 1283.05, which provides for certain discovery rights, shall apply to any arbitration. All rights, causes of action, remedies and defenses available under applicable law are available to the parties, and shall be applicable as through a court of law, including the right to file a motion for summary judgment. The arbitrator shall apply the applicable statute of limitations to any claim. Any party may be represented at the arbitration by an attorney or other representative selected by the party, at his/her or its costs, and the arbitrator shall apply, as applicable, federal or California substantive law and law of remedies. The arbitrator's remedial authority shall be no greater than that which is available under the statutory or common law theory asserted and the arbitrator shall not have the power to add to, subtract or modify the terms of this Limited Warranty except where necessary for the enforcement of this Limited Warranty. The arbitrator lacks the power to commit errors of law or legal reasoning or to make factual findings unsupported by the evidence, and the award may be vacated or corrected by a court for exceeding arbitral powers. The court may enter judgment upon a final arbitration award either by (i) confirming the award or (ii) vacating, modifying or correcting the award on any ground referenced in the Federal Arbitration Act, California Code of Civil Procedure §1286 et seq., or other similar state law.

The arbitrator shall issue a written opinion that includes the factual and legal basis for any decision and award within forty (40) days from the date the arbitration hearing concludes or the post-hearing briefs (if requested) are filed, whichever is later.

JLI shall bear the cost of the arbitrator's fees and other costs unique to arbitration to the extent required by applicable law.

Entire Understanding. This Limited Warranty sets forth the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. This Limited Warranty may only be amended or modified by a writing signed in advance by the President of JLI. Your exclusive remedy for Arbitrable Claims shall be to make a claim and resolve it as set forth herein.

Severability. This Limited Warranty is severable and that in the event any provision of this Limited Warranty is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired. Additionally, the parties expressly grant to any arbitrator, court or other entity interpreting this Limited Warranty the power and authority to modify the terms of this Limited Warranty to extent necessary to allow enforcement of this Limited Warranty to the fullest extent allowed by law.

Successors and Assigns. This Limited Warranty cannot be assigned by you without the prior written consent of the President of JLI (which may be withheld in his/her sole discretion). This Limited Warranty is binding upon and inures to the benefit of successors, assigns and legal representatives of the parties.

How Does State Law Apply? This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

[END OF LIMITED WARRANTY]