

# A Warranty is a Promise.

At POSH we work for a better world around you.

POSH is a recognized leader in workspace solutions with a comprehensive portfolio from system furniture to storage and task seating. With more than fifty years of experience in office furniture design, POSH has unique insight in serving the needs of the clients in Asia. Sharing Herman Miller's commitment to the environment, together with its ethos of "Better Work · Better Life", POSH products are manufactured in Herman Miller production facilities in China and India.

The non-transferable warranty against defects of material and workmanship for products we manufacture begins at the date of purchase and extends for the applicable time period described below only to the original purchaser who acquires new product from POSH, its subsidiaries, or its authorized resellers. Our promise to you is to stand behind the quality of our products 100 percent with this warranty because we recognize the need for products that can stand up to continuous use.

This Warranty applies to product purchased on or after September 2015

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# Scope of Warranty

# 1 Shift (exceptions and exclusions noted below)

## 8 Years

Optimis Desking Imagine Desking Activity Seating Express Seating CK8 Storage

## 5 Years

SL Series Desking
Panel Systems EN3, EN6 and EN8
CK2, CK9, PK4, CT1, CT2, CKL and Locker series
All other POSH branded seating.

## 3 Years

Storage draw sliders, screen and panel fabric.

# 1 year

All storage locks and panel trims

## Customer's Own Material (COM)

We test COM and other customer-supplied items for manufacturing quality only; our warranty does not apply to COM

# **POSH Options**

Standard product warranty unless otherwise noted on individual product quotes.

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# Warranty Statement

POSH Office Systems (Hong Kong) Ltd. (POSH) warrants that the products it has manufactured in respect of which the trademark, POSH, is used (the "Products") are, subject to the terms hereinafter contained, free from defects in materials and workmanship for a period of (as noted above in scope of warranty). Its obligation hereunder is to repair or replace the Products (or part in question) free of charge or to refund to the original purchaser the price of the Products (or a proportionate part of the price) proved to be defective in its absolute discretion within such period upon proof of the original sales receipt showing the purchase to its satisfaction. It shall have no further liability to the purchaser.

This warranty only applies to Products sold after September 2015, and are purchased from POSH, its authorized dealers/ resellers, or from others specially authorized by POSH to sell the Products. The warranty set out herein shall only be effective if the Products are under normal and proper use in single-shift arrangements and in compliance with POSH installation and/or maintenance instructions. This warranty does not cover any tax or import duties and cost of transportation or labor. Further, POSH shall not reimburse or make any allowance to the purchaser for any tax or import duties and labor charges or transportation costs incurred by the purchaser for replacement or repair or refund of the products purchased. All service calls to inspect, repair or replace products or parts that are proved to be not under this warranty will be charged. Any warranty period set out herein shall commence from the date of purchase of the Products.

No warranty extended by POSH hereunder shall apply to:

- any defect in Non-standard products or products arising from any drawing, design or specification supplied by the purchaser
- any defect arising from the fair wear and tear (such as dents, nicks, scratches, fading and improper maintenance), willful tampering, abuse, negligence, abnormal working conditions, improper installation or through attempts to utilize the Products under conditions which exceed the designed capabilities, failure to follow POSH instructions (whether oral or in writing), misuse or alteration or repair of the Products without POSH's approval;
- any damages caused by improper treatment of the product including accidents, improper storage, handling, maintenance and/or exposure to unusual environmental conditions (including, but not limited to, extreme heat, water damage, cold, dryness, humidity, sunlight and lack of ventilation);
- any parts, materials, accessories or equipment not manufactured by POSH in respect of which the purchaser shall only be entitled to the benefit of any such warranty or guarantee as is given by the producer to POSH; and
- any damages made in shipment, delivery or storage. Variations
  within commercial tolerance in all finishes and natural variations
  occurring in materials such as paint, fabric, wood and leather are
  not considered defects, and POSH does not warrant the matching

of color, pattern, grain, texture or colorfastness of these materials. Due to the natural properties of wood, the following are not covered under this warranty:

- Changes in wood color resulting from exposure to light or aging
- Natural color variation between wood veneer and solid wood pieces
- Natural color variation resulting from veneer lay-up
- Natural variation in wood grain or the presence of character marks
- Exact matching to swatch cards

This warranty is void if safety devices or ex-factory identification labels are tampered or removed from the products. This warranty does not apply to task lights. It also does not apply to COM (Customer Own Material). Any modification, alteration or substitution of components, assemblies or products, without prior written authorization from POSH, shall also void this warranty.

All warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent as permitted by law. Further, except in respect of death or personal injury caused by the negligence of POSH, it shall not be liable to the purchaser by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the sale and purchase, for any incidental or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of POSH, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products or their use or resale by the purchaser, and the entire liability of POSH in connection with the sale and/or manufacture of the Products shall not exceed the price of the Products, except as otherwise expressly agreed.

To obtain benefit of this warranty, a written claim must be made to POSH including a description of the merchandise, claimed defect, and proof of the date that merchandise was delivered. Original product label must be attached to the product in question.

The warranty period is not interrupted or prolonged by the performance of a service under the terms of the warranty. There are no other warranties except as stated above, either expressed or implied, including any warranty of design, merchantability or of fitness for any particular purpose.

#### Effective April 2016

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