

## FIVE (5) YEAR LIMITED WARRANTY

Marsh Furniture Company ("Marsh") warrants to the original consumer purchaser for "Household Use" only, as defined below, that for a five (5) year term, measured from the date of purchase from a Marsh authorized dealer, Marsh, at its election, will repair or replace any Elements product of Marsh's manufacture which is defective in material and workmanship. The term "Household Use" shall include use for personal and family purposes. This Warranty covers and is applicable to only products and materials purchased from Marsh or one of its authorized dealers. The Warranty does not cover any labor involved in the repair or installation of replacement parts. Claims must be initiated during the warranty period. Claimant would be required to provide proof of home ownership on the date of product purchase and may be required to return the product or component to Marsh. The remedy of repair or replacement (which shall be at the option of Marsh) is the exclusive remedy of the user. Claims for repair or replacement should be submitted to Marsh at P.O. Box 870, High Point, NC, 27261-0870.

It is the nature of wood products to have variations in the grain pattern and wood color—as a result, these are subject to change in finish over time. Any surface finish may be affected by exposure to sunlight and other elements as part of the natural aging process. These material variations and changes are not covered by this warranty. Proper care and use are essential to preserving your rights to this warranty. Marsh will not repair or replace any product if damage is caused by improper use or maintenance such as the use of abrasives or harsh cleaning agents on cabinet surfaces.

This warranty does not cover products which are misused, abused, mishandled, improperly installed, improperly stored, changed, modified, altered, or subjected to negligence or to extreme temperatures or extreme moisture levels. This warranty is not valid for products used for any purpose other than the purpose for which they were originally intended. The warranty also does not cover finish damage as the result of prolonged exposure to tobacco smoke, nor does it cover or apply to normal incidental deterioration such as nicks, scratches, abrasions and natural aging resulting from the effects of wear and tear and abnormal use. This warranty does not cover damage due to accidents, fire, water damage or other catastrophe. Costs related to damages incurred in transit or handling, removal of defective Marsh Elements products or reinstallation of replacement parts are not assumed by Marsh under this warranty.

Some replacement parts are subject to availability and may differ from those originally supplied.

The repair(s) or replacement(s) are contingent upon the current product offerings of style and construction options within the Marsh Elements cabinet products at the time of the warranty claim. If a warranty claim is filed after a Marsh Element product becomes obsolete, Marsh reserves the right to honor the warranty in one of the following fashions:

1. To replace the affected component with a new component of the same style.
2. To replace the affected component and any other component(s) in the residential application to achieve a uniform appearance with a similar and comparable product style of the originally purchased style.

If components are replaced, Marsh cannot guarantee that the finish of these replacements will exactly match the finish and appearance of the components in the residential application. This is due to the changes that occur during the wood's natural aging process, affecting its color and grain.

**MARSH MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT COVER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF USE OR LABOR EXPENSES IN UNINSTALLING OR INSTALLING MATERIAL OR PARTS ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT OR ANY OTHER LEGAL THEORY. MARSH DISCLAIMS RESPONSIBILITY FOR DAMAGES IN EXCESS OF THE INITIAL PURCHASE PRICE OF THE CABINETS. THESE AND ALL OTHER IMPLIED WARRANTIES ARE SPECIFICALLY DISCLAIMED.**

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty may not be transferred or assigned.