

BRC Business Enterprises and BRC StylWall Inc. ("BRC"), 24 Armstrong Avenue, Georgetown, ON, Canada L7G4R9 warrants the products sold by it and its subsidiaries to be free from defects in material and workmanship, on a single shift basis, for the warranty periods specified below.

During the applicable warranty period, BRC, as its sole obligation, will repair or replace (in its sole discretion) any product, part, or component covered by this warranty and sold after the effective date of this warranty, which fails under normal use as a result of a defect in material or workmanship. BRC will repair or replace the aforementioned product, part, or component with a comparable product, part, or component.

This warranty extends only to the original purchasers who acquire new product from BRC, its subsidiaries, or its authorized resellers. Any product, part, or component must have been used according to BRC's published instructions and installed and maintained by a BRC factory-trained technician or an authorized BRC dealer installer. If these requirements are met, warranty coverage will be extended. Any misuse, abuse, or modification to the original product voids the warranty.

FIL, Natural Series, Emotion, Cue office furniture: Twelve year, limited structural warranty.

BRC Stylwall Wall Dwell, Tecna and Vault: Twelve year, limited structural warranty.

Limitations and Conditions of the BRC Warranty:

Panel and table 8 wire electrical cabling, carry a three year limited warranty.

All moving user adjustable components carry a five year limited structural warranty.

All other electrical or electronic elements of BRC furniture carry a one year limited warranty.

Stylwall wire cabling and electrical components carry a 1 year limited structural warranty.

Stylwall product components and hardware including hinges, locks and sliding door systems carry a one year limited structural warranty.

BRC customized or "PDQ" products that involve simple modification of a standard based product will be warranted for the same period as the standard catalog product it is based on. BRC customized or "PDQ" products that deviate from standard catalog product in the form of features, construction, function, or aesthetic will be warranted for 1 year.

BRC will uphold its warranty for all products supplied as components that work in conjunction with approved third party system furniture. However, BRC will only be liable for warranty claims related to its product and specifically declines any liability for any consequential, economic, indirect, special, punitive or incidental damages arising from its product use in conjunction with any other product or component.

BRC specifically declines any warranty or liability for products which use or incorporate the Customer's specifications or specified materials.

For warranty claims for products such as paints and vinyls where manufacturers cannot warranty absolute color match, BRC declines all responsibility for any color variations, discrepancies or fading. BRC specifically does not warrant the following; light bulbs or ballasts; grain match or color variation, or products that must be replaced due to normal life cycle.

These limited warranties do not apply to damages caused by accident, abuse, or adverse climatic conditions where temperatures and humidity exceed normal office conditions. In order for any product to qualify for a warranty coverage from BRC, the product must have been continually located in a building that is (i) dry, fully closed-in and protected from the natural elements, and (ii) adequately heated, ventilated and air conditioned in order to maintain an internal temperature between 40°F and 90°F (4°C and 32°C) and relative humidity levels between 25% and 55%.

The validity of these warranties starts at the date of purchase and only if purchased directly from BRC or one of its authorized dealers. Only the warranty label, original purchase order or an original signed and dated bill of lading will be recognized as an official document as proof of purchase. In order to process any warranty claim, BRC will require proof of the claim with photographs of the product shown in its entirety and at least two photos detailing the specific nature of the deficiency or warranty claim.

BRC may request that product(s) are returned prepaid to BRC where assessment or repairs can be affected. All transportation charges remain the responsibility of the customer unless agreed upon in writing prior to receipt by BRC. All returned goods must have a return authorization number (RA#).

Under no circumstances or event will BRC be liable in either tort or contract for any loss direct or indirect caused by special, incidental, consequential or exemplary damages caused by product or installation.

TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE, ARE DISCLAIMED AND TO THE EXTENT THEY ARE LEGALLY REQUIRED, ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY.

BRC SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. WHETHER OR NOT BASED UPON BRC'S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION, EVEN IF BRC MAY HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF. BRC WILL NOT BE LIABLE TO PURCHASER FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE HANDLING, STORAGE, TRANSPORTATION, RESALE, OR USE OF ITS PRODUCTS WHATSOEVER. IN NO EVENT WILL BRC'S LIABILITY UNDER OR IN CONNECTION WITH THE SALE OF PRODUCT BY BRC EXCEED THE LESSER OF THE PURCHASE PRICE OR THE UNDEPRECIATED VALUE