

LIMITED WARRANTY

1. Subject to the exceptions and exclusions below, Trendler, Inc. ("Trendler") warrants that the Trendler manufactured products and its component parts are free from defect in materials and in workmanship under normal use for the applicable period described below (the "Limited Warranty"). This Limited Warranty period is for products manufactured by Trendler, Inc. ("Products") and when used for commercial purposes, the Limited Warranty is for the earlier of three years or the OEM manufacturer's warranty for swivels and tilt mechanisms. When Trendler's swivels or tilts are used for casino or bowling applications the warranty is for the earlier of two years or the OEM manufacturer's warranty. When Products are outsourced (non-Trendler manufactured products), the Limited Warranty is for the shorter of Outsource Factory warranty or the OEM manufacturer's warranty for all Products outsourced. For swivels and tilts manufactured by Trendler and used for residential purposes, the Limited Warranty shall run for the lifetime of the Product. All chairs, barstools and other Products manufactured by Trendler shall have a structural Limited Warranty for five years and does not cover wearable items including glides, finishes and upholstery. The Limited Warranty commences with the date the customer purchases the Product from Trendler. This Limited Warranty is limited to the initial customer that purchased the Product from Trendler ("Customer") and is non-transferable.
2. The entire liability of Trendler and its suppliers, and Customer's exclusive remedy, shall be subject to following the procedures outlined below, and is limited to Trendler's option of either the repair or the replacement of the Product that does not meet the Limited Warranty. This express Limited Warranty together with any warranties that may be implied by applicable law, are void if damage to, or a defect in, the Product has resulted from accident, misapplication, alteration or modification by someone other than Trendler or said damage or defect has been determined by Trendler to have been the result of a Product that has been improperly used or improperly maintained. Any replacement Product is warranted for the remaining original warranty period.
3. In no event shall Trendler or its suppliers, be liable for any incidental or consequential damage whatsoever including lost profits. Some jurisdictions do not allow the exclusion or limitation or incidental or consequential damages, so this limitation or exclusion may not apply.
4. This Limited Warranty is expressly made herein subject to the following exceptions and exclusions:
 - **Trendler disclaims any and all other warranties, express or implied, including any warranty of merchantability with respect to any commercial or residential products.**
 - **Trendler further disclaims any warranty or fitness for any particular purposes whatsoever with respect to any commercial or residential product sold. By accepting or using any Trendler Products, the Customer acknowledges that he/she is not relying on skill or judgment of Trendler to select or furnish goods suitable for any particular purpose. Trendler Products are designed and intended for free standing use only, they are not designed nor are they to be used in any bolt to the floor application that prevents the frame from free movement about the flooring surface. Only Trendler's Protecto Swivels are designed for bolt to the floor application.**
 - **Trendler further disclaims any and all warranties, express or implied, including any warranty against any defect in workmanship, any warranty of merchantability and any warranty of fitness for any particular purpose, to any modified or altered commercial or residential product, or commercial or residential product with Trendler determines to have been abused, neglected, or improperly maintained.**
5. In the event the Customer wishes to make a claim for breach of warranty related to the Product purchased, Trendler shall replace or give credit (but no refunds) to the Customer for such non-conforming Product within ninety days of the Customer's compliance with the following procedures:
 - Contact Trendler Customer Service department to report the claim.
 - Trendler Customer Service will advise if proof of defect is required.
 - Trendler will direct the disposition of non-conforming product. A return authorization must be obtained from Trendler Customer Service and shipping instructions must be acquired. A 30% restocking fee or refusal of credit will be assessed on any return not adhering to these procedures at Trendler. sole discretion.
 - No payment deductions will be allowed until a credit memo has been issued to the Customer authorizing the deduction.
 - No Product rework by the Customer will be credited without written authorization from Trendler.
 - On returning non-conforming Product, only freight charges for the transport back to Trendler's dock will be allowed. Trendler will also pay freight charges for replacement Product back to Trendler Customer's original receiving location. Freight credits and reshipment charges will be limited to destinations within North America.
 - When a residential Customer presents a life time warranty claim, Trendler will replace Product with only a minimal shipping and handling charge.
6. If the Product or one of its component parts contains a defect or malfunctions due to defect in workmanship or materials after a reasonable number of attempts by Trendler to remedy the defect or malfunction, the Customer shall be entitled to a replacement of the Product.
7. This Limited Warranty gives Customer specific legal rights, and you may have additional rights that vary from state to state.
8. **FORCE MAJEURE.** Neither Trendler nor Customer shall be in default by reason of any failure or delay in the performance of any obligation under this Limited Warranty when such failure or delay derives from any cause beyond the reasonable control and without the fault or negligence of such party. Such causes shall include, but not limited to, storms, floods, other acts of nature, fires, explosions, riots, war or civil disturbance (including acts of terrorism), national emergency, epidemics, pandemics, strikes or labor unrest, embargoes and other government actions or regulations prohibiting either Trendler or Customer from performing the obligations set forth herein. A force majeure event will not excuse the payment of any invoiced or shipped goods in accordance with the terms herein.

To obtain information on warranty performance, contact Customer Service at (773) 284-6600 or fax request to (773) 581-6250. This Limited Warranty is effective October, 2023 and supersedes any and all previous warranties.