

LIMITED 5 YEAR WARRANTY

MODUFORM, INC. ("Seller") provides the following Limited Warranty to the original BUYER of its products ("Products"). Products are warranted to be free from defects in material and workmanship for a period of five (5) years from the date of shipment, subject to the disclaimers and limitations stated herein. This Limited Warranty extends only to the original BUYER of the Product.

This Limited Warranty does not cover normal wear and tear or any damage, deterioration, staining, discoloration, corrosion, odor, or failure resulting from abuse, misuse, neglect, vandalism, accidental damage, improper care or maintenance, or use of a Product in a manner inconsistent with its intended purpose, design, stated capacity, or Seller's published instructions. Such excluded conduct includes, but is not limited to: picking, pulling, tearing, cutting, puncturing, biting, chewing, or otherwise damaging upholstery, seams, fasteners, components, or surfaces; throwing, striking, dragging, tipping, or allowing a Product to repeatedly rub against or impact walls, floors, fixtures, or other objects; standing, jumping, or climbing on a Product or any portion not designed for that purpose; sitting or placing weight on arms, backs, tables, drawers, shelves, or other surfaces not designed for seating or load-bearing use; entering, sitting, standing, or climbing in or on drawers or storage components; exceeding stated weight or occupancy limits; or otherwise using a Product in an unintended manner. Damage originating from picking, puncturing, pulling, separation, or other user-created compromise of upholstery, a seam, covering, fastener, surface, or component remains excluded even if the resulting damage subsequently becomes more extensive.

This Limited Warranty also does not cover staining, discoloration, corrosion, degradation, odor, or other damage caused by contact with or exposure to bodily fluids, including vomit, urine, or blood; food, beverages, medications, dyes, inks, cosmetics, or other external contaminants; dye transfer or reverse crocking from clothing or other materials; failure to promptly clean contaminants in accordance with Seller's published instructions; or the use of cleaning or disinfecting agents, concentrations, combinations, or methods not expressly approved by Seller. Damage caused by improper installation or by alterations or repairs performed by any person or entity not authorized by Seller is also excluded.

Notwithstanding the five (5) year Limited Warranty stated above, any manual recliner mechanism incorporated into a Seller Product is warranted to the original BUYER to be free from defects in material and workmanship for a period of one (1) year from the date of shipment of the Product by Seller. This limited mechanism warranty does not cover damage or failure resulting from abuse, misuse, neglect, excessive use, improper installation, alteration, unauthorized repair, or use of the Product other than for its intended purpose.

As a condition of coverage, the original BUYER must provide Seller with a detailed description and digital photographs or video reasonably sufficient to document the claimed defect and must safeguard and preserve the Product and mechanism for inspection. If Seller determines that the mechanism is defective, Seller's sole obligation, at its option, shall be to repair the defective mechanism or furnish a replacement mechanism or replacement component. Seller shall not be responsible for any costs of diagnosis, installation, removal, reinstallation, site access, packaging, labor, or shipping unless expressly authorized in writing by Seller in advance.

Custom Products, as defined in Seller's Terms and Conditions, are expressly excluded from this Limited Warranty. Seller makes no warranty, express or implied, with respect to Custom Products, including but not limited to performance, durability, fitness for a particular purpose, or regulatory compliance.

Seller or its designated agent shall have the right to inspect any Product prior to executing any remedy under this Limited Warranty. The original BUYER shall be responsible for safeguarding and holding any alleged defective Product for Seller's inspection. Seller shall have the option, in its sole discretion, to (a) instruct the



BUYER to ship the Product, or any part thereof, to Seller at BUYER's expense and in accordance with Seller's instructions, (b) have its designated agent inspect the Product at BUYER's premises, or (c) require BUYER to provide digital photographs of the defective Product, or any part thereof.

If Seller requests that BUYER ship the defective Product back to Seller, BUYER must include a copy of the packing slip, order, and/or receipt with the defective Product(s), as well as a Return Merchandise Authorization (RMA) number provided by Seller. BUYER shall be responsible for all costs of packaging and shipment of the defective Product. At Seller's option and sole discretion, should any Product or part thereof be determined by Seller to be defective, Seller's obligations and liabilities under this Limited Warranty shall be limited to Seller's choice of the following: (a) furnishing a replacement Product; (b) supplying replacement parts; (c) repairing the defective Product; or (d) giving the BUYER a credit for the defective Product or part thereof ("Limited Warranty Remedy"). Seller shall not reimburse or make any allowance to BUYER for labor, removal, reinstallation, site access, or other costs, unless such charges are authorized in advance in writing by Seller.

The Limited Warranty stated above is in lieu of any other warranty or representation, whether expressed or implied, written or oral. Seller expressly disclaims any implied warranty of merchantability or fitness for any purpose.

The Limited Warranty does not apply to fabrics, finishes, filling materials and normal wear items, Customer's Own Materials or Seller's installation of Customer's Own Materials, electronics, or light bulbs. Mattresses are excluded from this five (5) year Limited Warranty and are covered solely under Seller's applicable product-specific mattress warranty.

The obligations and liabilities of Seller and the remedies of BUYER set forth herein shall be Seller's sole and exclusive obligations and liabilities, and BUYER's sole and exclusive remedies for, resulting from, or in connection with this Limited Warranty.

Any claim for breach of Seller's warranties shall conclusively be deemed waived unless written notice of such claim is given to Seller within ten (10) days after the date on which the claimed defect is discovered. Failure to provide such written notice within this period shall result in BUYER's waiver of all related claims, and BUYER shall have no further recourse against Seller.

Furnishing of a replacement Product or part under the terms of this Limited Warranty shall not begin a new warranty period related to such replacement Product or part but shall remain limited to the original warranty period associated with the defective Product.

Seller's Limited Warranty shall be null and void if the original BUYER transfers ownership of the warranted goods. BUYER understands that the design characteristics of Seller's goods are not intended to replace or substitute the need for necessary supervision or other protective measures to protect those who may be at risk.

Unless expressly agreed by Seller in writing, Seller makes no representation or warranty that its Products comply with any particular local building code, environmental regulation, healthcare or correctional standard, or facility-specific requirement. Determining whether the Products satisfy any such requirement is the sole responsibility of BUYER.

Seller shall not under any circumstances be liable for any special, indirect, incidental, or consequential damages, including, without limitation, loss of profits or revenues, loss of business reputation, loss of or damage to other property or equipment, cost of capital, or damages resulting from delay or inconvenience arising from the purchase, use, repair, or inability to use the Products. Seller's sole liability for any defective Product shall be the Limited Warranty Remedy stated herein. In no event shall Seller's aggregate liability arising out of or relating to any Product exceed the amount actually paid by BUYER to Seller for the specific Product giving rise to such liability.

This Limited Warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

If a dispute arises between BUYER and Seller under or relating to this Limited Warranty and the parties are unable to resolve the dispute between themselves, the dispute may only be resolved through binding arbitration before a single arbitrator in the Commonwealth of Massachusetts, administered by the American Arbitration Association ("AAA") in accordance with the AAA's Commercial Arbitration Rules. Neither party nor its counsel shall be required to appear in person for any matter pertaining to the arbitration, including depositions and hearings. The arbitration shall be governed by the substantive and procedural laws of Massachusetts. The arbitrator's decision shall be in writing, binding upon the parties, and enforceable in any court of competent jurisdiction.

Discovery in any arbitration proceeding shall be limited to the exchange of relevant documents and no more than one deposition per party, unless the arbitrator determines that additional discovery is necessary for a fair hearing.

Any action, proceeding, or arbitration arising out of or relating to this Limited Warranty shall be brought exclusively in the Commonwealth of Massachusetts. BUYER irrevocably consents to the jurisdiction of the courts of Massachusetts for enforcement of any arbitration award or for any matter not subject to arbitration.

This Limited Warranty is subject to Seller's Terms and Conditions in effect on the date Seller accepts BUYER's order. If any provision of this Limited Warranty conflicts with Seller's Terms and Conditions, the provisions of Seller's Terms and Conditions shall control, except that any product- or component-specific warranty period expressly stated in this Limited Warranty shall control with respect to that Product or component.

Customer Name:	Date:
Purchase Order #:	Item:
Project Name:	Date Needed:
	Quantity:

- Attach a fabric swatch indicating application on the listed seating.
- Each fabric must have a separate COM form.

RAILROAD REPEAT

	Fabric Width	Plain Fabric	1-5"	6-9"	10-13"	14-20"	21-27"	28-34"
	54"	0%	+10%	+15%	+20%	+25%	+30%	+35%
	50"	+15%	+15%	+20%	+25%	+30%	+35%	+40%
	48"	+20%	+20%	+25%	+30%	+35%	+40%	+45%

UP THE ROLL REPEAT

	Fabric Width	Plain Fabric	1-5"	6-9"	10-13"	14-20"	21-27"	28-34"
	54"	0%	+15%	+20%	+25%	+30%	+35%	+40%
	50"	+15%	+20%	+25%	+30%	+35%	+40%	+45%
	48"	+20%	+25%	+30%	+35%	+40%	+45%	+50%

MULTIPLE FABRIC:

Should you request multiple fabrics on a single item, a Multiple Fabric Diagram must be supplied to Customer Service prior to the order being entered for production. Please contact Customer Service for the appropriate form.

ModuForm's Graded-In Fabric Program

ModuForm offers a "graded-in" fabric program to streamline the textile selection process. While we collaborate with fabric mills and suppliers, specifications and textile availability may change without notice. ModuForm conducts tests to evaluate the strength and performance of "graded-in" textiles; however, we cannot guarantee that all fabrics will meet the necessary criteria for manufacturing at all times.

If a "graded-in" textile purchased through ModuForm requires additional steps—such as backing or seam tape—to ensure it can be cut, stitched, and upholstered to our specifications, additional charges may apply.

CUSTOMER'S OWN MATERIAL (COM):

Upholstered products may be ordered using customer-provided fabric or vinyl (COM). Fees are listed in the most recent Price List under the "COM" column and cover only the product and labor for fabric application. Only upholstery-grade textiles will be accepted. COM yardage estimates are based on 54" wide, plain textiles (measured between the selvage edges) with no pattern repeat.

A "COM Data Sheet" (see next page) must accompany a fabric memo sample and related specifications for each selected material. This should be submitted with your purchase order. For reversible fabrics, clearly mark the exposed side. Upon receiving the memo sample, ModuForm will assess whether the fabric is suitable for upholstering within our processing steps. Customer Service will notify you of approval or rejection, along with any necessary next steps.

Please submit purchase orders to: orders@moduform.com

Please send fabric memo samples, COM Data Sheet and, once approved, fabric to:

ModuForm, Inc.
C/O Upholstery Department COM
910C 12th Street Dr, NW
Gate 1, Dock 12
Hickory, NC 28601

Once approved, all fabric must be shipped to ModuForm (address above), freight pre-paid, in continuous yards from the same dye lot, and backed prior to arrival. ModuForm is not responsible for delivery delays or fabric inspection. Manufacturing will not begin until the COM is received. If additional steps—such as backing or seam taping—are required, production will pause until added charges are approved.

ModuForm does not warrant or assess COM fabric performance or compliance with local life-safety or building codes. We are not responsible for tailoring issues, seam slippage, appearance, durability, fading, pattern matching, or overall fabric performance. Given the variety of cleaning agents and environmental factors, we recommend testing each fabric with the intended cleaning products.

Company Name:		Point of Contact:	
Address:		Email:	
City:	State:	Zip:	Phone:
Phone:			
Supplier/Mill:		Phone Number:	
Material Pattern:		Material Color/Number:	
Repeats (Horizontal or Vertical):		Backing:	Type:
Fabric In Stock:		Ship Complete:	
Ship Date:		Yards on Backorder:	
Backorder Ship Date:			

**Send Sample &
Data Sheet to:**
ModuForm, Inc
C/O Upholstery Department COM
910C 12th Street Dr, NW
Gate 1, Dock 12
Hickory, NC 28601

ATTACH FABRIC SAMPLE, FACE SIDE UP IN THE DIRECTION IT IS TO BE APPLIED	
Model:	
Qty:	
Note: Fabric must be TAGGED with PO# and Customer Name Fabric will be applied according to supplier recommendations unless otherwise instructed COM must be shipped in continuous yardage from the fabric supplier	
FOR OFFICE USE ONLY:	
Yards Required:	Request Date
Requested By:	
Approved By:	
Approved Date:	

Thank You for Choosing ModuForm Furniture!

We appreciate your business and are committed to making your buying experience as smooth and positive as possible. To ensure a seamless delivery, please review the following instructions carefully. If you have any questions, don't hesitate to contact our Customer Service team at **(978) 345-7942**. We're here to help!

Important Information About Your Delivery

- Shipping Method:** Your furniture will be shipped via a common carrier.
- Changes to Delivery Requirements:**
 - If delivery requirements change before the shipment is processed, an updated quote or Purchase Order Change Order will be required.
 - At the Time of Delivery:** If changes to the delivery (e.g., redirection to a new address, additional handling, or special accommodations) occur at the time of delivery, **additional charges may apply**.
 - Please note that the driver may not alert you to these charges during delivery. ModuForm will communicate any additional charges to your organization after the delivery is completed.

To avoid unexpected costs, ensure all delivery details are confirmed in advance and remain consistent throughout the shipping process. If changes arise prior to shipment, contact ModuForm at **(978) 345-7942** to update your order.

Signing for Your Shipment

There are two methods for signing for your shipment: **handwritten** and **digital signatures**. Follow the guidelines below for each method to ensure a smooth delivery process:

- Handwritten Signature:**
 - Inspect all cartons carefully while the driver is present.
 - If there is visible damage:
 - Sign the Bill of Lading (BOL) and write "Visible Damage" clearly next to your signature.
 - If concealed damage is suspected:
 - Sign the BOL and note "Possible Concealed Damage."
 - Retain a copy of the signed BOL for your records and send a copy to ModuForm within 24 hours if you would like assistance with filing a claim.
- Digital Signature:**
 - Inspect all cartons carefully before signing on a digital device.
 - If there is visible damage:
 - Attempt to include a note stating "Visible Damage" on the device.
 - If no space is available to add notes:
 - Clearly inform the driver of the damage and state that a claim will need to be filed.
 - Insist on obtaining a claim number from the driver to document the issue.
 - If the driver cannot or will not provide a claim number, document this by:
 - Taking clear photos of the damaged cartons.
 - Taking a photo of the truck and its identifying information (e.g., license plate or carrier markings).
 - Contact ModuForm immediately to report the situation.

continue next page

1. Digital Signature – *continued from previous page*

- If concealed damage is suspected:
 - Sign on the device and verbally inform the driver of “Possible Concealed Damage.”
 - Follow the same steps to document the damage (photos and carrier information).
 - Ensure that a copy of the signed digital record is sent to ModuForm within 24 hours if you would like assistance with the claim.

Steps to Ensure a Successful Delivery

1. Be Available to Receive the Shipment:

- An authorized representative from your organization must be present to inspect and sign for the delivery.

2. Inspect for Damage:

- Retain all packaging materials.
- Take photos of the packaging before uncrating and of any damaged product.
- Contact ModuForm Customer Service immediately at (978) 345-7942 to report damage and provide details.

Reporting Shortages

If the quantity of cartons delivered does not match the Bill of Lading or Acknowledgment:

1. Note All Shortages on the BOL or Digital Device

- Be specific about what is missing.

2. Contact ModuForm Customer Service Immediately:

- Call (978) 345-7942 to report the shortage and discuss next steps.

Additional Reminders

1. Responsibility for Transit Damage:

- ModuForm is not responsible for goods damaged in transit.
- Damages cannot be deducted from the ModuForm invoice.
- Payment cannot be withheld while claims or replacement requests are being resolved.

We're Here to Support You

Thank you for your attention to these important details. Following these steps will ensure a smooth delivery process and allow us to assist you promptly if any issues arise. If you need help, please contact us at **(978) 345-7942**.

**IF YOUR SHIPMENT IS TO BE MADE DIRECTLY TO ANOTHER ADDRESS
PLEASE FORWARD THIS NOTICE TO THE RECEIVING PARTY.**