

Lifetime Warranty Term & Conditions

9 to 5 Seating products are manufactured with meticulous attention to detail to achieve a level of quality that is free from defects in material and workmanship. In an effort to stand behind this philosophy, 9 to 5 Seating warrants to the original user of the product and from the original date of purchase, the following:

For All Series Except Enduro™ and Strata™ Heavy Duty (HD) Series:

Lifetime Warranty to the original end user, the company will repair or replace, at its option, without charge to the original purchaser only, defective structural and mechanical parts. This warranty is for single shift, standard commercial usage, defined as a standard 8 hour work day, five days a week, when the product is used by a person weighing less than 250 lbs.

Upholstery fabric and foam is warranted against wear through and deterioration during normal usage for a period of five (5) years. However, the company does not warrant leather against routine scratching and scuffing, as all leather is subject to minor blemishes during use. COM and COL are not warranted. Due to natural variations in material, furniture containing leather is sold subject to normal variations and/or irregularities of color, texture, and grain.

For Enduro™ and Strata™ Heavy Duty (HD) Series:

9 to 5 Seating warrants the Enduro and Strata HD series of multi-shift chairs for a period of ten (10) years to the original purchaser. The company will repair or replace, at its option, without charge, defective structural and mechanical parts. This warranty is for multi-shift applications with persons weighing less than 350 lbs.

Upholstery fabric with an abrasion resistance performance rating of 150,000 double rubs or more and foam are warranted against wear through and deterioration for a three (3) year period of multiple shift use.

Should parts fail for any model during normal use within the applicable warranty period, you must first provide 9 to 5 Seating with a description of the failure and proof of purchase and if necessary you may need to return the defective part freight or other shipping charges prepaid to 9 to 5 Seating for inspection, repair and/or replacement, together with a copy of original sales receipt. Labor and installation service is not covered under warranty.

Send Parts to:

9 to 5 Seating - Warranty Department
2029 E. Cashdan St.
Rancho Dominguez, CA 90220

9 to 5 Seating will inspect the part in question, repair or replace at its option any defective part at no charge to the original purchaser and return defective item thereafter. This warranty does not apply to product or parts of product that have been subjected to misuse or abuse, accident, alteration, or which have been damaged in transit. You agree to indemnify and hold harmless 9 to 5 Seating, its officers, directors, shareholders, employees, and agents from any actions, claims, demands, damages, liabilities, costs, and strict liability in tort or contract, or any other legal theory arising out of the misuse or abuse, alteration, or damage in transit of the product.

Limitation of Liability

Under no circumstance, including but not limited to breach of contract, breach of warranty or negligence, shall 9 to 5 Seating be liable for lost profits, loss of goodwill, stored data, general, special, consequential or exemplary damages, even if 9 to 5 Seating had notice of these damages or they were foreseeable. 9 to 5 Seating shall not be responsible for verifying dealer's or customer's description of needs, data, or the fitness for a particular purpose of goods. 9 to 5 Seating's Liability in all cases shall be limited to repair or replacement of the defective parts, or the purchase price of the product. Damages resulting from misuse, abuse, alteration, negligence, or accidents are not covered under this warranty.

EXCEPT AS OTHERWISE PROVIDED, 9 TO 5 SEATING MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ANSI/BIFMA

The Business and Institutional Furniture Manufacturer's Association (BIFMA) has developed tests which have been approved by the American National Standards Institute (ANSI) for determining the strength and durability of seating in its everyday use. This statement does not serve as a warranty or guarantee, however 9 to 5 Seating products found within this price list generally meet or exceed applicable BIFMA and ANSI standards.