

# WARRANTY POLICY

## 1. WARRANTIES

COMPONENT	WARRANTY LENGTH	CHAIRS, BENCHES & OTTOMANS	SOFAS	SOFA BEDS	BEDS	STORAGE BEDS
FRAME	25 years pro-rated <sup>1</sup>	Limited warranty against manufacturing and material defects. Does not cover damage caused by improper care. <sup>2</sup>				
SPRINGS	25 years pro-rated <sup>1</sup>	Limited warranty against manufacturing and material defects. Does not cover damage caused by improper usage. <sup>2</sup>				
EXPOSED WOOD PARTS	1 year	Limited warranty against manufacturing and material defects. Does not cover damage caused by improper care. <sup>2</sup>				
SEAMS & ZIPPERS	1 year	Limited warranty against manufacturing and material defects under normal use. Does not cover damage caused by improper care or usage. <sup>2</sup>				
FABRIC	1 year	Limited warranty against seam slippage, fraying and dye transfer, with the exception of certain fabrics. Customers are advised to get information from their dealer when selecting a fabric. Does not cover piling, fading, wrinkling, wearing, nap loss, issues caused by improper cleaning, fabric that has been treated with aftermarket fabric treatments or exposed to pets. Does not cover problems that may result from exposure to excessive heat or sunlight. The characteristic crushing of soft, fluffy fabrics like velvet or microfibre are not considered manufacturing defects. The actual fabric on the furniture is not guaranteed to match the dye-lot of the fabric swatches/samples. Does not cover discontinued fabrics sold at a discount or Customer's Own Material (COM).				
FOAM CUSHIONS	5 years pro-rated <sup>1</sup>	Limited warranty against excessive loss of resiliency. <sup>3</sup> Does not cover wear and tear due to improper care. <sup>2</sup>				
FEATHER-FIBRE BLEND CUSHIONS & TOSS PILLOWS	1 year	Limited warranty against manufacturing and material defects. <sup>4</sup> Does not cover wear and tear due to improper care. <sup>2</sup>				
FEATHER-FIBRE BLEND WRAPPED FOAM CUSHIONS	2 years pro-rated <sup>1</sup>	Limited warranty against manufacturing and material defects. <sup>4</sup> Does not cover wear and tear due to improper care. <sup>2</sup>				
SPRING MATTRESS	2 years pro-rated <sup>1</sup>			Limited warranty against defects. Does not cover damage due to improper care or usage. <sup>2</sup>		
MEMORY FOAM MATTRESS	5 years pro-rated <sup>1</sup>			Limited warranty against defects. Does not cover damage due to improper care or usage. <sup>2</sup>		
MECHANISMS (METAL PARTS)	3 years pro-rated <sup>1</sup>	Limited warranty against manufacturing and material defects effecting the reclining and motion mechanisms, including swivel/rocker bases (all metal parts). Does not cover damage due to improper usage. <sup>2</sup>		Limited warranty against manufacturing and material defects effecting sofa-bed mechanisms (all metal parts). Does not cover damage due to improper usage. <sup>2</sup>		Limited warranty against material and manufacturing defects effecting the storage bed mechanisms (all metal parts), including the hydraulic cylinders. Does not cover damage due to improper usage. <sup>2</sup>

<sup>1</sup> Warranty coverage begins the date of shipment and is calculated on a pro-rated basis. The formula used for calculating the pro-rated value is month(s) used divided by month(s) warrantied, multiplied by current suggested retail price.

<sup>2</sup> Negligence by the user or mover of the product or accident, improper care, maintenance, repair or failure to follow directions for proper use are not covered by the warranty.

<sup>3</sup> All components filled with foam, which may include backs, arms, cushions and toss pillows will flatten and soften with use. The foam will conform to the shape of the user, but should not lose resiliency or the ability to recover from compression. Flattening and wrinkling is considered normal wear.

<sup>4</sup> Cushions containing feather will have a relaxed and wrinkled appearance, with a 2" to 3" fluffy crown in the middle. They need to be fluffed and flipped regularly. Feathers occasionally poking through the fabric is considered normal performance and is not a defect.

## 2. ABOUT VAN GOGH DESIGNS

Van Gogh Designs has been manufacturing quality furniture since 1993. Every piece is designed and crafted to meet the highest standards of quality and durability. Our Quality Management Systems are certified to ISO 9001: 2015 standards and our company is registered accordingly. ISO (International Organization for standardization) is a world-wide federation of national standards institutes, promoting the development of standardization of goods and services. We are proud of building our products in Canada.

## 3. ABOUT YOUR NEW FURNITURE

Every piece of furniture is wrapped securely to prevent any damage during transportation. This may cause irregular folds or imperfections which will gradually disappear with use. You can gently pat the seat cushions and back cushions, reshaping the covering with your hands. You may notice your foam to be firmer than the showroom piece you observed when you made your purchase. This is because the high-density materials we use require a "break-in" period. They will soften as you begin to use and enjoy your furniture. If seat cushions are removable, make sure to rotate them periodically to ensure even wear of both the foam and covering. Wooden feet may show some variations in colour or natural graining.

## 4. PROPER CARE

### 4.1. Fabric Care

4.1.1. Dust and dirt promote premature fabric wear. Vacuum the surface of your furniture regularly, including the area underneath the seat cushions, with the upholstery attachment of your vacuum cleaner.

4.1.2. Direct sunlight may cause fabrics to fade. Care should be taken to limit the amount of direct sunlight on any piece of furniture.

4.1.3. Friction caused by contact with other materials may cause pilling, which is the formation of small balls or pills of fiber on the surface of the fabric.

### 4.2. Cushion Care

4.2.1. Turn and rotate your cushions regularly.

## 5. CAUTIONS

5.1. Do not move furniture in your home without wrapping it with a protective covering, including corners, feet or the bottom.

5.2. To protect hardwood flooring, place furniture on a rug or protective felt pads.

5.3. Do not expose fabric to ink, bleach, oily substances, fluids, strong detergents (including laundry detergent), chemicals, and sharp objects as these may cause potential damage.

## 6. SAFETY

Failure to follow the below directions could result in injury and/or damage:

- 6.1. Use extreme caution when operating moving mechanisms making sure limbs and other obstructions are clear of leg rests and other moving parts before operating.
- 6.2. Do not leave reclining seats in the reclining position when not in use.
- 6.3. Do not allow children to operate or play with furniture mechanisms, or jump on furniture.
- 6.4. Do not stand on furniture.
- 6.5. Do not sit on product arms.

## 7. CLAIMS PROCEDURES

### 7.1. Transportation and Handling

- 7.1.1. Every item after meticulous inspection at our plant is wrapped in a protective cover and packaged in a polyurethane bag for safe delivery. If the furniture is found damaged at its destination, whether it is visible or concealed damage, the customer must make a claim against the transport company immediately with a copy both to the dealer and to us for evaluation.
- 7.1.2. Van Gogh Designs does not insure beyond the carrier's liability.
- 7.1.3. It is the responsibility of the transport company to accept the products in good order at our production facility.
- 7.1.4. It is the buyer's responsibility to ensure that the goods received match the quantity and descriptions shown on the packing slip and bill of lading.
- 7.1.5. Claims of loss or damage must be noted on the bill of lading of the transport company at the time of receipt.
- 7.1.6. In the case of a freight claim where the customer requires saleable goods immediately, the customer should place a new and chargeable order to Van Gogh Designs. We will ensure that the products are made on a priority basis and shipped while the freight claim is pending.

### 7.2. Warranty Claims

The following procedure must be followed when initiating a claim with Van Gogh Designs:

- 7.2.1. Customers must first contact the dealer from where the furniture was purchased.
- 7.2.2. The dealer must inspect and verify need for warranty service before contacting the Van Gogh Designs warranty claims department.
- 7.2.3. The dealers must fill-in our "Warranty Claim Form" and fax or e-mail it to the Van Gogh Designs warranty claims department. Digital photographs of the defective part or component are required for our review. The claim will not be processed if the documents submitted are incomplete.
- 7.2.4. The warranty claims department will examine the complaint and will advise further steps in resolving the issue.
- 7.2.5. Should furniture require any service by an upholsterer for defects other than freight damages, the dealer should send the quote to the warranty claims department; it is at the discretion of the warranty claims department whether to hire services or to make our own arrangements. The warranty claims department will authorize the amount to hire the services. The dealer will send the upholsterer's invoice on completion of the repairs and Van Gogh Designs will credit the repair amount.
- 7.2.6. If the furniture requires service at our production facility, our warranty claims department will issue a Return Authorization Number (RAN). Depending on the nature of the claim, shipping charges will be pre-authorized. To avoid any freight damages, the pieces should be well wrapped by the customer, preferably in original packaging. We will not accept any piece(s) without a RAN.
- 7.2.7. We will inspect the returned product to assess whether to repair or to remake it.
- 7.2.8. After repairing or remaking the product, it will be shipped to the customer or dealer by the first available truck to that area.

## 8. WARRANTY LIMITATIONS

- 8.1. The limited warranty provides coverage to the original purchaser only and covers only manufacturer's defects when used in normal conditions.
- 8.2. This warranty, expressed or implied, does not apply to any condition or damage resulting from neglect, misuse, abuse, or any condition resulting from incorrect or inadequate maintenance. This includes, but is not limited to, moving of the furniture, accidents, unauthorized repairs, improper cleaning and failure to follow directions for proper use.
- 8.3. The terms of warranty take into effect from the date of shipment.
- 8.4. This limited warranty does not cover any damage resulting from exposure to sunlight or colour fading, household humidity, or incorrect application of chemical treatment or any protective coating applied by the dealer or the consumer.
- 8.5. Our warranty does not cover products sold in "As Is" condition, products sold "Second Hand" or products purchased from a retailer or any other form of reseller not authorized by Van Gogh Designs.
- 8.6. If manufacturing defects are found, it is the consumer's responsibility to contact the retailer (the place of purchase) immediately, and notify them of the problems.
- 8.7. We do not guarantee the exact matching of fabric patterns.
- 8.8. Van Gogh Designs shall, in no event, be responsible for any incidental or consequential damage and in no event shall the responsibility of Van Gogh Designs exceed the purchase price of the product or its replacement.
- 8.9. Van Gogh Designs voids responsibility on any accidents resulting in injury due to improper use of mechanisms and furniture.
- 8.10. No fabric warranties are given for customer's own material (COM).
- 8.11. Van Gogh Designs, in no event, shall reimburse the value of the customer's own material (COM), but may purchase the same product from the original supplier for the customer.
- 8.12. Van Gogh Designs, in no event, shall accept the return of a custom made product.

*For clarification on any aspect of Van Gogh Designs' Warranty Policy, please contact us at [claims@vangoghdesigns.com](mailto:claims@vangoghdesigns.com).*