CROW WORKS

Warranty

05/2022

Crow Works warrants to you, as the original purchaser, that at the time of delivery the Goods shall conform to the specifications set forth in the applicable Quote or Confirmation, and if no such specifications exist, Crow Works' published specifications for such Goods (the "Specifications"), which Specifications are incorporated herein by this reference, and that the Goods are and shall remain free from material Defects in material and workmanship for the applicable period of time from the date of delivery set forth in the following table, based on the class of Good, and if expressly noted will maintain structural integrity for the applicable period of time set forth in the table below from the date of delivery, in each case if properly stored, handled, assembled, maintained and used under normal conditions.

	Material Defects in material and workmanship Warranty Period	Structural integrity Warranty Period
Indoor upholstered components	2 years	None
Indoor natural hardwood tabletops	1 year	3 years
Indoor bases	1 year	3 years
Indoor seating	1 year	2 years
Outdoor Corian tabletops	1 year	3 years
All other indoor Goods	1 year	None
All other outdoor Goods including Custom Goods	1 year	None

For the purpose of this warranty, "Defects" are defined as imperfection in material or workmanship that will materially impair the use of the applicable Goods. Crow Works' limited warranty does not cover or apply to and in no event shall any repair, replacement or refund or credit be provided in the event of any of the following: 1) normal wear and tear; 2) defects occurring to the Goods after purchase, including without limitation defects due to any modification, intentional damage, accident, misuse, abuse, negligence; 3) defects caused by improper storage, handling, assembly, maintenance or use, including without limitation use or storage in areas of high or low humidity, or failure to strictly follow the then current Crow Works' care and use instructions posted on Crow Works' website or as otherwise may be made available from time to time; 4) labor or assembly; 5) variations of color or texture in our Goods, including without limitation variations at the time of purchase or occurring over time in materials, such as color or

texture, knots in wood, high contrast in material related to wood species or concrete, variations in color and other visual aspects of concrete, cracks in concrete, gaps or holes in concrete; 6) chips, cracks, scratches or other damage occurring from striking, hitting, or dragging items across the surface of Goods, including without limitation in concrete; 7) Goods moved or reshipped after receipt at the shipping address on record; 8) changes in surface finishes, including colorfastness, due to aging or exposure to light; 9) Goods exposed to planters or other objects that trap or transfer moisture to surfaces; 10) failure caused by unreasonable or abusive use, fire, freight damage, acts of nature (such as, but not limited to, freezing or high winds), extreme climate conditions, suntan oil or other chemicals, normal fading, scratching, or chipping of the finish, fading, weathering or staining or discoloration of furniture, accidental or other damage repair or modifications by you or any third party, glass breakage; or 11) flipping or placing seating upside down on tables will negate the warranty. You also acknowledge that wood may contain mineral streaks, burls, gum streaks, minimal worm holes, unsound knots, sound knots, small pin holes, color differences, unusual grain patterns, darker heartwood, lighter sapwood, etc. The frequency of such features will depend upon the grade and species of wood specified and will vary in all handmade and machined pieces. No two items are exact duplicates, and therefore Crow Works makes no representation, warranty, or guarantee that Goods will appear exactly as any other. Without limiting the forgoing, like many goods, Goods incorporating concrete may stain; concrete is porous, and you acknowledge and agree that openings, holes, and gaps may be visible in Goods incorporating concrete, and cracks may be present or later appear in such Goods, and the color and texture of the Good may change over time. Crow Works' warranty is limited to the original purchaser with proof of purchase. For the avoidance of doubt, replacement Goods shall receive the remainder of the original warranty set forth above, if any. Crow Works does not provide any additional warranty for replacement Goods. Any claim under this warranty must be presented promptly in writing setting forth in detail the nature of the Defect to Crow Works by email sent to: service@crowworks.com. In the unfortunate event that damage has occurred in transit, you shall note any damage to the Good or packaging on the bill of lading, document the damaged Goods with photographs and/or video and notify the driver of the damages prior to departure. Then, notify Crow Works immediately of such damage, including

photographs and/or video, at service@crowworks.com. Claims for delays or damages occurring during transit or unloading of Goods are to be made directly to the applicable freight carrier and are not covered under this limited warranty. Crow Works will use reasonable efforts to assist you in making such claims. You shall inspect all Goods immediately upon delivery, and all Goods will be deemed to have accepted unless you notify Crow Works in writing of any Nonconforming Goods within 48 hours of delivery. For the purpose of this warranty, "Nonconforming Goods" shall mean Goods that at the time of delivery fail to meet this limited warranty. All Orders are final. Any return request is subject to Crow Works' approval. Defective Goods and goods delivered in error and other Goods may be returned to Crow Works only after receipt of a Return Authorization Number from Crow Works. Unless otherwise agreed to in writing by an authorized representative of Crow Works, you are solely responsible for the cost and coordination of return shipment. Shipping charges are non-refundable. For the purpose of this warranty, "Nonconforming Goods" shall mean Goods that at the time of delivery fail to meet this limited warranty. Defective Goods and goods delivered in error may be returned to Crow Works only after receipt of a Return Authorization Number from Crow Works. Unless otherwise agreed to in writing by an authorized representative of Crow Works, you are solely responsible for the cost and coordination of return shipment. Shipping charges are non-refundable. Crow Works shall have a commercially reasonable length of time, after notice and recognition of a claim of Defect to remedy the nonconformity or defect by, at Crow Works' discretion, repair or replacement, in accordance with the terms of this warranty, or provide a pro-rata refund or credit of the applicable purchase price amount received by Crow Works for such Good. These remedies are your exclusive remedies for breach of warranty. Upon receipt of a Return Authorization Number from Crow Works, Defective Goods may be returned to 9595 U.S. 62, Killbuck, Ohio 44637 or such other address as may be designated by Crow Works. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY OTHER DOCUMENT OR AGREEMENT BETWEEN OR AMONG THE PARTIES, THE WARRANTIES AND LIMITS OF LIABILITY DESCRIBED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES; THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY OTHER DOCUMENT OR AGREEMENT BETWEEN THE PARTIES, UNDER NO CIRCUMSTANCE SHALL CROW WORKS' LIABILITY TO A PARTY OR ANY THIRD PARTY

ARISING OUT OF OR RELATED IN WHOLE OR IN PART TO THIS AGREEMENT OR THE GOODS: (A) EXTEND TO OR **INCLUDE ANY** LIABILITY **FOR** INCIDENTAL. CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES OF ANY KIND OR CHARACTER, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR PROFIT, BUSINESS INTERRUPTION, OR LOSS OF OPPORTUNITY, OR (B) EXCEED IN THE AGGREGATE THE TOTAL OF THE AMOUNTS RECEIVED BY CROW WORKS FROM YOU FOR GOOD APPLICABLE **PURSUANT** TO AGREEMENT IN THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. Capitalized terms used herein but otherwise not defined, are intended to have the same meaning and effect as set forth in the Crow Works Terms & Conditions, and this warranty is subject to your compliance with such Terms & Conditions.