

# EXHIBIT C allora LIFETIME LIMITED WARRANTY

allora, a division of Images of America, Inc. ("allora") makes the following lifetime limited warranty (the "Limited Warranty") solely to the original retail purchaser of its products, and to no other purchaser or transferee, subject to the limitations set forth below:

#### LIFETIME LIMITED WARRANTY:

Subject to the limitations set forth herein, allora warrants that all products it manufactures and sells shall be free from defects in materials and workmanship for the duration of the functional lifetime of the product.

#### LIMITED WARRANTY:

allora warrants the following components as they may be incorporated within its products to be free from defects in materials and workmanship for five years from the date that the original purchaser receives such product at its original intended destination:

Folding Tablet Gas Cylinders Casters Motion Mechanisms Glides Self-Storing Swivel Table Covering Materials (duration specified within such material's manufacturer's warranty)

#### THE WARRANTY:

During a covered product's warranty period, allora will, at allora's sole option and discretion, (1) repair directly or arrange for the repair of the defective component or product without charge or (2) replace the defective component or product without charge.

#### LIMITED WARRANTY EXCLUSIONS AND CLARIFICATIONS:

This Limited Warranty is made by allora only to the original retail purchaser of its products and to no other purchaser or transferee. This Limited Warranty extends only to defects in materials and workmanship which occur during a Product's normal, intended use. This Limited Warranty:

- Does not apply to any coverings materials performance, including wrinkling and puddling.
- Does not apply to any "customer's own material" or non-standard materials selected by and used at the request of the purchaser.
- Does not apply to damage resulting from misuse or abuse.
- Does not apply to damage resulting from people sitting, stepping on and/or kicking the footrest.

- Does not apply to damage resulting from any modifications or alterations made by the purchaser to the product, including those resulting from the repair or service of the product by anyone other than allora's approved personnel.
- Does not apply to damages sustained by the product during original transit to purchaser as all such damages should be noted on the bill of lading at the time of the original delivery.
- Does not apply to damages to the product's wood finishes inflicted by impacts and/or abrasion.
- Does not apply to damage resulting from purchaser's application of cleaners, germicides or other chemicals not approved by allora, or to damage caused by corrosive chemicals such as acids or solvents, or dyes, inks, paints, bodily fluids and other related substances.

If any material or part(s) used in any defective product is unavailable at the time of repair or if allora elects to repair the defective product, allora reserves the right to substitute materials or parts of equal quality and value as determined in the sole and absolute discretion of allora.

IN NO EVENT, WHETHER BASED ON CONTRACT OR TORT OR OTHER LEGAL THEORY, SHALL allora BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES TO OTHER PROPERTY, INCONVENIENCE, LOSS OF GOODWILL, LOST PROFITS OR REVENUE OR OTHER FINANCIAL LOSS, LOSS OF USE OF THE PRODUCT, OR CLAIMS FOR DAMAGES RESULTING FROM USE OF THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitations may not apply to some purchasers.

### LIMITED WARRANTIES EXCLUSIVE:

IF A allora PRODUCT DOES NOT CONFORM TO THESE LIMITED WARRANTIES, THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY IS EITHER THE (1) REPAIR OF ANY DEFECTIVE PRODUCT OR COMPONENT PART OR THE (2) REPLACEMENT OF ANY DEFECTIVE PRODUCT OR COMPONENT PART, AT allora'S SOLE AND EXCLUSIVE OPTION. THE LIMITED WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, VERBAL OR WRITTEN, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### LIMITED WARRANTY CLAIMS PROCEDURE:

To obtain performance under this Limited Warranty, please contact: allora Warranty Service Department 829 Blair Street Thomasville, NC 27360 Phone: 336-476-6133 Fax: 336-476-6137 allorafurniture.com

## ARBITRATION OF DISPUTES:

This Limited Warranty shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the principles of conflicts of law thereof. The parties acknowledge the exclusive jurisdiction of the federal and state courts of the State of North Carolina. Any claims or disputes under this Limited Warranty shall be heard exclusively in any state or federal courts sitting in Davidson County, North Carolina, and both parties expressly consent to the personal jurisdiction and venue of the North Carolina state and federal courts for such actions.