

PRODUCT LIABILITY DISCLAIMER

Hospitality Chair

TERMS OF USE, WARRANTY & LIABILITY WAIVER

Rosebud Wood Products, PO Box 409, 701 SE 12th St., Madison, SD 57042-0409 (herein "Rosebud") offers its products with the terms, conditions and notices as follows:

Terms of Use

This product is offered to you conditioned upon your acceptance without modification of the terms, conditions and notices obtained.

Exclusive Obligation

This product may not be used for unlawful purposes and that use is expressly prohibited under the terms and conditions of its use.

Use Limitation

You may not modify, copy or reproduce this product. Rosebud chair frames are solid hardwood with all joints glued and double doweled. This product is designed for seating only. The product is not intended for standing upon, for step or for ladder uses; due to the risk of injury.

One Year Warranty

This product is warranted against any defective material or workmanship for a period of twelve months from date of shipment. Any product determined by the manufacturer to be defective will be replaced in whole or part as determined by the manufacturer, but no labor costs or other claims for damages will be allowed. Products shall not be returned to Rosebud without prior written authorization.

Limitation of Liability

In no event shall Rosebud be liable for any direct, indirect, punitive, incidental, special consequential damages whatsoever arising out of or connected with the use or misuse of its products.

Other Statements

Rosebud employees or representatives, ORAL OR OTHER WRITTEN STATEMENTS, DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by the buyer, and is not part of the contract for sale or this limited warranty.

Entire Obligation

The TERM OF USE, WARRANTY AND DISCLAIMER document states the entire obligation of Rosebud with respect to the products. If any part of this disclaimer is determined to be void, invalid, unenforceable or illegal, including, but not limited to the warranty disclaimers and liability disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall remain in full force and effect.

General

This disclaimer statement is governed by the laws of the State of South Dakota, USA. You hereby consent to the exclusive jurisdiction and venue of the courts of competent jurisdiction, USA, in all disputes arising out of or relating to the use of this product. Use of this product is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

Modification of Terms and Conditions

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