Warranty Information

ENWORK

EXCLUSIVE 12-YEAR LIMITED WARRANTY

Enwork warrants that the goods shall be free from defects in materials or workmanship for a period of twelve (12) years except as follows. Select height-adjustable bases (Affinity, Cayman, Foundation Tapered Drum, Proxi, and XTB4) are warranted for a period of seven (7) years. Taper edge (contour laminate) worksurfaces, height-adjustable tables (Lugano, Zori), electrical components, pneumatic cylinders, traditional key and lock cores, drawer slides, and glides are warranted for a period of five (5) years. Universal Locker digital and mechanical locks are warranted for a period of two (2) years. Casters are warranted for a period of one (1) year. There is no warranty for "self-edge" chipping or peeling, or on appliances.

Upholstery fabrics, vinyl, and polyurethanes are warranted from defects in material and workmanship for five (5) years. Customer's own materials (COM) are not covered by this warranty. Consult with upholstery materials suppliers for performance criteria and suitability of individual materials. Textiles and laminates are sold subject to minor variations of color. Since textiles vary in weave, thickness and memory, some creasing and/or gathering may occur during the upholstery application process. Because leather is a natural product, variations of texture are common and should be expected. This warranty excludes any type of misuse, abuse, as well as ordinary wear and tear.

Pursuant to this warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, Enwork will, at its option, (a) repair the affected product at no charge, (b) replace the affected product at no charge with a new or refurbished product of comparable function, performance, and quality, or (c) refund the original purchase price for the affected product if repair or replacement is not commercially practicable or cannot be completed in a timely manner. This warranty applies solely to the original Buyer with the period starting on the date of shipment, and only for products shipped to and sold for use in the U.S. and Canada. This is Enwork's sole and exclusive warranty, and the Buyer waives all others.

The foregoing warranty shall not apply to damage caused under the following circumstances: (a) damage caused during shipping (this will be handled under separate terms); (b) modifications or attachments to the product that are not Enwork approved; (c) products that were not installed, used or maintained in accordance with product instructions and normal industry practice; (d) products used for rental purpose; (e) damage caused by misapplication of cleaning product; (f) natural variations in wood grain, color, texture, figure, or the presence of character marks; or (g) changes in surface finishes due to aging or exposure to light; or (h) damage, marking, or staining of veneer surfaces due to contact with rubber or similar compounds, damage from sharp objects, or imprinting from writing instruments. If a damaged product is repairable, Enwork may, at its option, permit the Buyer to repair the item and Enwork will issue a credit to the Buyer in accordance with Enwork's repair allowance schedule.

WARRANTY DISCLAIMER

Enwork expressly and unconditionally disclaims any and all warranties, express or implied, including but not limited to any warranties of fitness for a particular purpose or merchantability, or warranties based on oral representations from Enwork's personnel or agents, affirmations, models, drawings, samples, promotional literature whether in print, on the internet or in any other format or media.

LIMITATION OF LIABILITY

Enwork's maximum cumulative liability to buyer shall not exceed the purchase price of the goods claimed defective. In no event shall Enwork be liable for any indirect, incidental, special or consequential damages of any type or kind, including but not limited to lost profits, lost business opportunities or lost goodwill, relating to the goods sold hereunder, their installation or use, whether in contract, tort pursuant to statute or otherwise, even if Enwork has been advised of the possibility of such damages.

INDEMNITY

Buyer shall indemnify and save Enwork harmless from and against all claims of any type or kind for personal injury or property damage, including all costs and attorney's fees, made or alleged as a result of Buyer in any way or manner incorporating or installing any item purchased herein into another product manufactured, assembled, sold or marketed by Buyer.

NO DESIGN OR OTHER SERVICES PROVIDED

This agreement involves the sale of goods only. Buyer does not hire Enwork to perform any design services or for the production of any drawing or other media relative to the goods sold pursuant to this Agreement or Buyer's end product. To the extent that Enwork offers any advice or produces any drawings or other media, Enwork does so as a courtesy to the Buyer and Buyer agrees that it will not rely on such advice, drawing or other media and Enwork shall not be liable for any matter arising from such advice, drawings or other media. Buyer shall have no recourse against Enwork for any services of any type or kind. Buyer shall be solely and exclusively responsible for use and/or installation of all items purchased herein. The items sold herein are based on Buyer's descriptions and Buyer bears sole responsibility for ensuring that the products sold meet Buyer's needs and expectations and are suitable for Buyer's intended use. Enwork is not responsible for Buyer's inaccurate or inadequate design or Buyer's furnishing of incorrect information.

CORRECTION OF ERRORS

Enwork shall have the right to correct any errors, whether clerical or mathematical, which are contained in this Agreement or any term sheet or invoice

DISPUTES

All disputes of any type or kind, shall be determined by a court of competent jurisdiction which is situated in Kent County, Michigan. Buyer irrevocably consents to such exclusive venue and jurisdiction.

MISCELLANEOUS

Buyer shall not assign any rights under this Agreement without the prior written consent of Seller. Failure to exercise any rights under this Agreement shall not constitute a waiver and a waiver on one occasion will not constitute a waiver of the same item on any subsequent occasion. No waiver or amendment to this Agreement shall be effective unless it is in writing and signed by authorized representatives of both parties. Paragraph headings are for reference only and are of no legal force or effect. All notices shall be provided to the addresses set forth in this Agreement and if none is provided, to the party's resident agent in the state of incorporation or organization. This Agreement shall be governed by the law of the State of Michigan without regard to any conflicts of law principles. Wherever possible, all terms shall be interpreted consistently. In the event of a conflict with regard to price, payment terms or delivery, the typed provisions on a separate or attached term sheet shall control over the printed provisions on this Agreement. For any other conflict, these Terms and Conditions shall control. No usage in trade shall create a conflict with the terms of this Agreement. Seller reserves the right to correct any typographical errors anywhere in this Agreement. A facsimile signature or a legally valid electronic substitute for a signature shall bind Buyer. If any provisions are determined to be unenforceable, the remainder of the Agreement shall remain in full force and effect.

ENTIRE AGREEMENT

This is the complete and exclusive statement of the terms and conditions relating to the subject matter of this Agreement and all negotiations and representations, if any, made prior to the execution of this Agreement are merged into this Agreement. Seller shall not be bound by any agent's or employee's representations, promises, or inducements not set forth in this writing unless such representation, promise or inducement is set forth in writing, dated subsequent to this Agreement, and signed by an authorized officer of Seller.

PRODUCT ISSUE INSTRUCTIONS

Shipping Damages and Claims

Should you receive any portion of a shipment in damaged condition, either apparent or concealed, it is the duty of the customer to note any suspected damage on the carrier's delivery receipt, to accept the damaged goods, and to contact Enwork immediately to begin the freight claim process. Do not install damaged product. All damaged product and packaging must be retained until the freight claim is settled. Failure to retain damaged product and packaging will result in a transfer of liability from Enwork to the customer. Enwork will not warranty custom one-piece tops over 96" from freight damage.

Concealed Damage

Freight damage must be reported to Enwork within 5 days of receipt. Failure to report freight damage within this timeframe will result in a transfer of liability from Enwork to the customer. Claims and questions can be submitted to info@enwork.com.

Defective Products

Enwork may request samples, photos, or videos demonstrating the defect. No merchandise shall be returned or scrapped without prior approval from Enwork. All unauthorized returns may be refused by Enwork and returned to the customer. Credit or reimbursement will be issued for the original purchase price or a replacement will be sent. Enwork reserves the right to request the return of any or all defective products. Enwork also reserves the right to repair defects in the field with an Enwork-provided repair team.

Repair Authorization

Requests for Enwork funded repairs by Enwork dealers must be submitted in writing prior to repair work. Repairs made without Enwork's consent will not be funded. Repair costs for warranty or defect issues must be reasonable.

Credit for Returned Goods

Credit will not be honored for returned merchandise until all returned goods have been checked by the Enwork Quality Control Division and confirmed to be defective

PRICING

Prices in this Price List are United States list prices and include freight (subject to minimum order quantities) within the continental U.S. and to most of Canada. Canadian market orders can be invoiced and paid in U.S. or Canadian dollars. Enwork's USD:CAD conversion rate is posted on enwork.com and typically updated quarterly. Canadian market orders must specify USD or CAD on the order. The Canadian Dollar price will be based on the conversion rate in effect at the time the order is received. For convenience, the exchange rate and GST will be included as separate line items on order acknowledgments and invoices.