

PERFORMANCE WARRANTY

HighTower Group merchandise is produced in accordance with the highest standards of design and manufacturing, and is warranted to the original customer to be free from defects in material and workmanship for a period of three (3) years. During this period, HighTower Group will repair or replace free of charge, such merchandise as shall prove to be defective.

This warranty does not apply to damage resulting from shipment, accident, misuse, tampering negligence, abuse or normal wear and tear. COM fabrics are in no way warranted. This warranty does not extend to color, grain, or texture of natural materials, such as wood, marble or leather, because of the natural variations over which HighTower Group has no control. HighTower Group does not warrant matching of color grain or texture, except as specified on the order confirmation.

This warranty is limited to standard work environments with single shift (eight hour) operation. High use environments such as: shopping centers, airports and dormitories are not covered under this warranty.

The expressed warranty contained herein are in lieu of all other warranties, expressed or implied, including any warranties of merchantability and fitness for particular purpose and all other warranties arising from course of dealing or usage of trade.

The foregoing shall constitute HighTower group's sole warranty and exclusive remedy of customer.