

Gabriella White Companies

Effective January 1, 2024

## **GABBY CONTRACT LIMITED WARRANTY**

### **Warranty**

Gabby Contract warrants its products against defects in materials and workmanship to the original purchaser for a period of one (1) year from the date of the original shipment. Gabby Contract will repair or replace, at its discretion and without charge to the original purchaser, any product or part thereof which fails as the result of defects in material and workmanship, given normal use and care. For products which Gabby Contract finds to be defective, Gabby Contract will supply repair parts, replace, or provide an allowance for local repair at our option, for a period of one (1) year from the date of the original shipment. This warranty does not cover misuse or abuse of product, damages resulting from user modification or alteration, attachments to a product, dramatic temperature changes, exposure to unusual conditions, improper cleaning materials or damages incurred by contact with other products. Discontinued products purchased at discounted prices are purchased "as is," and are not covered by any warranty. If the item is discontinued from the Gabby Contract line within the one (1) year warranty, Gabby Contract will handle each warranty claim on a case by case basis. All items in the upholstery line must remain upholstered in the original fabric. Manufacturers of upholstery fabrics do not guarantee their products for wearing quality, color-fastness or fabric shrinkage, wrinkling and stretching, and such properties are not covered under this warranty.

*Note: All after-treatment will void the warranty applied by the fabric mills. After-treatment spray can cause latex deterioration, seam slippage, discoloration and can damage filler materials.*

### **Appearance**

All Gabby Contract products are manufactured from natural materials and with great attention to detail. Gabby makes every effort to accurately reproduce the colors of the furniture illustrated. There will be variations in grain pattern and color by nature of the highly individual characteristics of natural materials. Some changes in color or texture may occur during the life cycle of the product, particularly in leather, wood, and veneer.

### **Policy on Returns & Defects & Damages**

Any manufacturing defects should be reported to the Gabby Contract department by submitted a claim request at <http://gabbycontract.com> and follow the link under "Customer Support". All RMA submissions must include photos of the product. Once a claim is submitted, the Gabby Contract Returns Department will advise you regarding the disposition of your claim within 72 business hours. In no case, can the sales representative authorize final disposition on his or her own authority. If your order shipped via our prepaid and add freight program and you have damaged or missing items, you will need to notify us within 5 business days by submitting a claim at <https://gabby.com/rma-form/>. Please be sure to notate the damage on the BOL prior to signing for the item/s and include photos of the damaged cartons and receiving paperwork when you

submit your claim. If your order shipped via 3P Bill or was Customer Routed, you will need to file a claim with the carrier who delivered your order.

No returns will be accepted without prior written authorization from the Gabby Contract department. This authorization will include a specific carrier, which must be used for the return. Gabby Contract will not be responsible for freight charges from an unauthorized carrier. Merchandise must be packaged with sufficient packaging in order to avoid breakage for return or credit will not be given.

In the case of concealed damage, the customer must file a claim with the Gabby Contract department within five (5) days of receipt. Customers should inspect merchandise promptly to avoid refusal of claims by their carrier.

No allowances will be given on merchandise that shows evidence of consumer abuse.

Claims for shortages must be made within five (5) days from receipt of shipment regardless of carrier method. Claims will not be honored if bill of lading was signed without exception noted.

## **Upholstery Warranty**

### ***Frames and Springs Stated Warranty***

Gabby warrants to the end consumer, protection against manufacturing defect in frame and spring components. The warranty applies for five (5) years as long as it remains upholstered in the original fabric. Warranty set to begin at the time of delivery to the customer.

### ***Seat Cushions Stated Warranty***

Gabby warrants to the end consumer, protection against manufacturing defect in cushion components. The warranty applies for three (3) years as long as it remains upholstered in the original fabric. Warranty set to begin at the time of delivery to the customer. Abnormal wear and abnormal loss of resiliency should not be confused with softening and flattening of the foam and fibers, which are considered normal wear, and are not defects. Cushion cores used in seat cushions, back pillows, and padding will soften and conform to the shape of the user as a result of normal use. This is not considered a manufacturing defect.

### ***Mattress Stated Warranty***

Gabby warrants to the end consumer, protection against manufacturing defect of the mattress. The warranty applies for one (1) year set to begin at the time of delivery to the customer.

### ***Mechanisms – Electronic Stated Warranty***

Gabby warrants to the end consumer, protection against manufacturing defect in mechanisms electronic components. The warranty applies for one (1) year with ordinary indoor use. Warranty set to begin at the time of delivery to the customer.

### ***Mechanisms – Nonelectronic Stated Warranty***

Gabby warrants to the end consumer, protection against manufacturing defect in mechanisms nonelectronic components. The warranty applies for one (1) year with ordinary indoor use. Warranty set to begin at the time of delivery to the customer.

### ***Fabric Manufacturers Stated Warranty***

Manufacturers of upholstery fabrics guarantee their product for one (1) year, or at the manufacturer's stated warranty, under normal care and use. Leather products are not covered under this warranty. Labor for re-upholstery also not covered under the warranty. Warranty set to begin at the time of delivery to the customer.

A contract viable fabric must also be chosen to be covered by this warranty. Contract viable fabrics are fabrics with a rub count of 50k and over, these are also marked on the back of our swatches with a "CV".

All after-treatment will void any warranty applied by the fabric mills. After-treatment sprays can cause latex deterioration, seam slippage, discoloration and can damage filler materials.

## **Care and Maintenance**

### **1. Textiles**

Care for textiles by vacuuming or lightly brushing. Maintain textiles by keeping them away from direct sunlight. Rotate and flip cushions when vacuuming for even wear. Please reference the textiles specific cleaning code for proper cleaning methods based on the type of material. The cleaning codes for each Gabby textile can be found in our catalog and on the Gabby website [www.gabbycontract.com](http://www.gabbycontract.com).

The nap of high pile textiles such as mohair and velvet may become crushed or lose its original pile height. We recommend light steaming to lift the pile to its original height. The textile should also be brushed with a de-linting brush to maintain its pile. Water based or solvent cleaner (like many common household cleaners) may cause discoloration or staining. We recommend that stained or soiled textiles be professionally cleaned.

Manufacturers of upholstery fabrics do not guarantee their products for wearing quality, colorfastness or fabric shrinkage, wrinkling and stretching, and such properties are not covered under this warranty.

*Note: Any and all after-treatment will void any warranty applied by the fabric mills. After-treatment sprays can cause latex deterioration, seam slippage, discoloration and can damage filler materials.*

*Please see rug warranty (12) below.*

### **2. Leathers**

Leather is a soft, porous material that is sometimes uncoated and can easily absorb liquids and oily substances. Avoid saturating the leather with lotion or water.

Maintain leathers by keeping them away from direct sunlight and heating vents. Leathers are a natural, "living" material that breathe and move as they wear. We recommend that stained or soiled leathers be professionally cleaned.

Care for leather by dusting and lightly vacuuming.

### **3. Vellum**

Vellum is a natural parchment produced from calfskin, lambskin, or goatskin. As it is a skin, there exists naturally occurring variations in pattern, color, and texture, which may be noticeable in side by side panels. A clear coat of sealant is added to protect the vellum from normal use.

Care for vellum by wiping gently with a damp to dry soft cloth, making sure that the skin is completely dried.

Maintain vellum by keeping it away from direct sunlight and heating vents. Vellum is a natural, "living" material and breathes and moves as it wears. Vellum may also darken or yellow over time. We recommend that stained or soiled vellum be professionally cleaned.

#### **4. Metals**

Never use cleaners with alcohols or solvents on metals. Only use fine cotton or extra soft cloths. We recommend that tarnished metals be professionally cleaned.

#### **5. Polished Metals**

Clean polished metal or polished stainless with a damp cloth. Do not use commercial or heavy duty polishes or waxes as they may scratch or damage the finish. Polishes we recommend are Brasso or Simichrome; these generally can be used without inflicting damage, unless the polished surface has a wax sealer coat. These polishes remove the wax while polishing the metal, and as a result, the surface must be re-waxed if such metal needs to be sealed.

#### **6. Wood, Lacquer, and Linen Finishes**

Wood, lacquered, and linen pieces have been stained and/or polished to bring depth and beauty to each finish. Although most are protected with either a clear coat or wax, they remain susceptible to wear.

Care for your wood and lacquer pieces by dusting regularly with a soft cloth. Maintain wood and lacquer by not placing near heaters and air conditioning units to prevent over-drying or exposure to excessive moisture. Avoid extreme humidity changes in your home, as extremely dry air can cause wood to crack and lacquer to lift. Avoid placing items in direct sunlight. Do not place hot or moist objects directly on any surface (we recommend using a coaster). Rubber or plastic left on a surface can also damage the finish.

Clean by using a dry or slightly damp soft cloth. Follow by polishing with a dry soft cloth. Do not use commercial, heavy-duty polishes or waxes, as they can yellow light finishes. We recommend that stained or soiled wood or lacquer pieces be professionally cleaned or refinished.

#### **7. Stone**

Stone can be classified into two categories: Siliceous stones and calcareous stones. Siliceous stones such as granite and slate are more durable and relatively easy to clean, while calcareous stones, such as marble, limestone and onyx, are more porous and sensitive to acidic cleaning products.

As stone is a natural material, markings and color will vary. Stone tops are sealed or polished to be stain resistant. Many common foods and drinks contain acids that will etch or dull the surface of many stones. Use placemats or felt spots under china, ceramics, silver, and any other objects that may scratch the surface.

Clean stone surfaces with a soft cloth and a few drops of stone soap or a light detergent combined with warm water. Too much cleaner or soap may leave a film or cause streaks. Rinse the surface thoroughly after cleaning and dry with a soft cloth. For spills, blot with a soft cloth immediately to prevent the stain from being absorbed by the stone. Flush with water and mild soap and rinse well. Dry the area with a soft cloth. We recommend that stained or soiled stone be professionally cleaned by a stone cleaner or a refinisher.

#### **8. Glass**

Glass can be cleaned by wiping with a soft damp cloth or glass cleaner with no additives. Apply glass cleaner to a soft cloth rather than directly on to the fixture to avoid overspray that may damage other finishes.

#### **9. Acrylic**

Clean Acrylic with hot soapy water using a soft cloth. The type of polishing cloth you use will make a difference. The ideal cloth is nonabrasive, absorbent, and lint free. To eliminate any chance of scratching the Acrylic, use only disposable cloths. Reusable cloths can retain abrasive particles, but you won't know for sure until the damage is done. We recommend using Novus polish to care for your Acrylic materials. Details on

cleaning instructions using Novus products can be found on the Novus website: <http://www.novuspolish.com/store.html>. Bubbles appearing inside the acrylic item is a normal occurrence as the product is used. It does not affect the strength or durability of the item. Do not use Windex or like products as Windex can make the acrylic cloudy. We recommend cleaning with a damp microfiber cloth. Paper towels can scratch the acrylic.

#### **10. Lighting Shades**

Lighting shades are made from a thick, high quality paper or linen. Care for the shade by dusting regularly with a soft cloth or lint roller. Clean small dirt marks on the paper or shade lining using a white art eraser with a gentle touch. Heavy staining on our delicate silk and watercolor paper shades usually cannot be cleaned. Do not wet the shades as it will damage the construction. Please contact your Gabby Sales Representative to purchase a replacement shade.

#### **11. Unique Materials**

In unique materials, such as resin, sea grass, bone, horn, reclaimed wood, and shagreen, naturally occurring variations in pattern, color, and texture, exists which may be noticeable in side by side items. A clear coat of sealant is added to protect the unique materials from normal use.

Care for unique materials by wiping gently with a damp to dry soft cloth, making sure that the unique material is completely dried. Maintain unique materials by keeping them away from direct sunlight and heating vents.

Unique materials may also darken or yellow over time. We recommend that stained or soiled unique materials be professionally cleaned.

#### **12. Rugs**

Every Wendy Jane rug is warranted against manufacturing defects for one (1) year from original purchase date. Wendy Jane may replace or repair at its discretion without charge. Customer is responsible for supplying images of the damaged rug for Wendy Jane to approve warranty replacement. Claims for damage arising from negligence or improper cleaning will not be accepted.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. GABBY CONTRACT WARRANTS THAT DURING THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP. GABBY CONTRACT LIMITS THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. GABBY CONTRACT'S RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS DESCRIBED ABOVE IN THIS WARRANTY STATEMENT.