

Effective January 1, 2024

GABBY RETAIL LIMITED WARRANTY

Terms & Conditions of Sale

Gabby products are intended solely for residential use and are not to be used in commercial environments. Non-residential use voids any responsibility of Gabby to repair, replace, substitute for, or issue a refund for a product. All Gabby products are designed for indoor use only. Outdoor use voids the Gabby warranty.

Appearance

All Gabby 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 & Allowances

Gabby 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. For products which Gabby finds to be defective, Gabby 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. Discontinued products purchased at discounted prices are purchased "as is," and are not covered by any warranty. Notwithstanding the foregoing, all warranties will expire one (1) year after the date of discontinuation of any product.

It is Gabby's policy to be fair and reasonable when authorizing the disposition of defective merchandise. It should be noted that our products are made from wood and other natural materials, and variation from piece to piece will occur. We strive to maintain a quality standard to commensurate with the price of the products.

If manufacture defects are present on Gabby product, the customer should report all problems to a sales representative and the Gabby Returns Coordinator. Please visit <https://gabby.com/rma-form/> to complete the Returns Merchandise Approval (RMA) request form. Failure to report freight damages within a (15) fifteen day period will result in a denial of the claim. All RMA submissions must include photos of the product and packaging.

Once a claim is submitted, you should receive a reply within 72 business hours. The Gabby Returns Coordinator will inspect the merchandise in question and make recommendations to the Quality Assurance Department for resolution. In no case can the sales representative authorize final disposition on his or her own authority.

No returns will be accepted without prior written authorization from our Gabby Returns Coordinator. This authorization will include a specific carrier, which must be used for the return. Gabby 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 dealer must file a claim with Gabby Returns Coordinator within fifteen (15) days of receipt. Dealers 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 or use in a commercial application.

Claims for shortages must be made within fifteen (15) days from receipt of shipment regardless of carrier method. Claims will not be honored if bill of lading was signed without exception noted. Changes to or cancellations of direct orders will be made at Gabby's discretion. Changes to or cancellations of warehouse orders will not be accepted.

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.

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.

Recommended Maintenance and Handling

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 either in our catalog or on the Gabby website <https://fabrics.gabby.com/product-category/fabrics/>. More information for cleaning the fabrics can be found here: <https://gabby.com/media/pdf/FabricCleaningCodes.pdf>.

The nap of high pile textiles such as mohairs and velvets 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 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, color- fastness 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 for a long period of time.

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. *All skin used on Gabby products are naturally and humanely sourced; animals were not harmed in the harvesting of the skin.

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, Simichrome, or Flitz; 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 the wood. Rubber or plastic left on the wood finish 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>.

10. Lighting Shades

Some 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 Gabby to purchase a replacement shade.

11. Unique Materials

In unique materials, such as resin, sea grass, bone, horn, and shagreen, 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 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 WARRANTS THAT DURING THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP. GABBY 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'S RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS DESCRIBED ABOVE IN THIS WARRANTY STATEMENT.