

Jaymar

WARRANTY GUIDE



CONGRATULATIONS!

Congratulations on the purchase of your Jaymar upholstered furniture. Jaymar has been manufacturing quality furniture since 1956. Every piece is designed and crafted to meet the highest standards of quality and durability. We have custom built this product for you, so you can enjoy years of beauty, comfort and pleasure.

1. INFORMATION ABOUT YOUR NEW FURNITURE

Your furniture has been wrapped securely to prevent any damage during transportation. This may have caused irregular folds or depressions which will gradually disappear with use. You can gently pat the seat and back cushions and reshape the covering with your hands. You may notice your polyfoam to be firmer than the showroom piece you tried out at the time of your purchase. This is due to the high-density materials we use which require a "break-in" period. They will soften as you begin to use and enjoy your furniture. If your seat cushions are removable, make sure to rotate them periodically to ensure a more even wear of both foam and covering. If your article includes wooden feet, they may show some variations in color or natural graining.

Please read the terms and conditions of the Jaymar warranty for instructions on care and coverage of your furniture.

2. YOUR WARRANTIES

The seller's legal warranty takes precedence over any other warranty, including the manufacturer's warranty. This legal warranty is provided under the Consumer Protection Act and ensures that purchased goods are compliant, durable, and suitable for their intended use. It is implicit and free, meaning that consumers are automatically entitled to it without needing to request or pay for it.

The extended warranty offered by retailers is an addition to the Jaymar manufacturer's warranty. This warranty, which your retailer may have offered you, allows you to protect your furniture over a longer period; and protects you from several unforeseen events that would not be covered by the Jaymar warranty. This is therefore a complementary warranty.

1. **Legal Warranty of Quality and Durability (Retailer's responsibility):** Ensures that the product purchased can be used for its intended purpose for a reasonable period, considering the type of item, its price, and purchase conditions.
2. **Legal Warranty of Conformity (Retailer's responsibility):** Ensures that the product matches the description provided by the seller, corresponds to what was advertised, and complies with all safety standards.
3. **Manufacturer's Warranty (Manufacturer's responsibility):** This is an additional warranty offered by the manufacturer, often in the form of a limited warranty for a specified period. While it may provide complementary benefits, it does not replace the legal warranty.

It is the retail partner's responsibility to handle and resolve customer requests through their internal customer service, adhering to their purchasing policy and the legal warranty. If the retailer subsequently requires support from the manufacturer (Jaymar) for specific cases, they must submit their request.

In the event of a complaint, you must always contact your retailer.

OUR LEATHER

3. INFORMATION ON LEATHER

Leather is a natural product that requires maintenance. However, the only maintenance recommended by our suppliers (tanneries) is cleaning with slightly damp cloth. Tests show that any use of cleaning products or creams could cause damage to the cover of your furniture. To take advantage of our leather warranty, it is therefore **important** not to use cleansers or creams. Jaymar offers a 5-year warranty on all its leathers.

4. THE NATURE OF LEATHER

Leather is a product of nature; therefore, it cannot be uniform. Variations in shades, texture and visible natural markings, which can be found anywhere on the product, are not considered defects, but are all distinctive features that only add to the beauty of fine quality leather. Leather has a certain elasticity, and adapts easily to the form of the body, therefore it is quite normal to expect a certain amount of stretching (comfort wrinkles) on the seat and back cushions from the first use of your new furniture. That's what makes the natural beauty of leather.

Because each leather is unique, Jaymar does not guarantee that any leather used on showroom floor samples, leather swatches or furniture previously purchased, will match in color, grain or texture. You should also be aware that although leather furniture is extremely hard wearing, it will change in appearance over the years.

CARE PRODUCT

Any application of a third-party product voids Jaymar's warranty.

5. LEATHER

Leather requires proper care and maintenance to ensure beauty and long life. Failure to clean leather could result in premature aging.

- Clean the leather regularly, using a slightly moistened cloth to remove grease, dust and dirt.
- Avoid direct exposure to sunlight.
- Never place near radiators or fan heaters, keep a minimum distance of 50 cm (20 inches).
- Avoid drying. Normal household humidity level is best for leather (40 %).

OUR FABRICS

6. FABRIC CARE

Fabric manufacturers recommend regular dusting and vacuuming. Removable cushions should be fluffed regularly. Soiled areas should be cleaned based on the following cleaning code(s) found on your Jaymar product. If cleaning codes are not available, contact your retailer from where you purchased the product.

7. CLEANING LEXICAL

- D -** Dry clean only.
- MSW -** Clean with mild soap and water.
- P -** Dry cleaning in solvents except trichloroethylene. Professional dry cleaning recommended. CAUTION: Use of water-based or detergent-based solvent cleaners may cause excessive shrinking. Water stains may become permanent and unable to be removed with solvent cleaning agents.
- S -** Clean this fabric with pure solvents (petroleum distillate-based products, Energine, Carbon, Renuzit, or similar products may be used) in a well-ventilated room. Cleaning by a professional furniture cleaning service only is recommended. CAUTION: Use of water based, or detergent-based solvent cleaners may cause excessive shrinking. Water stains may become permanent and unable to be removed with solvent cleaning agents. Avoid products containing Carbon Tetrachloride as it is highly toxic. To prevent overall soil, frequent vacuuming or light brushing to remove dust and grime is recommended.
- SW -** Clean this fabric with the foam only of water-based cleaning agent or with a pure solvent in a well-ventilated room (petroleum distillate-based products, Energine, Carbona, Renuzit or similar products may be used.) Cleaning by a professional furniture cleaning service only is recommended. To prevent overall soil, frequent vacuuming or light brushing to remove dust and grime is suggested.
- WS -** See SW
- W -** Clean this fabric with the foam only of water-based cleaning agent to remove overall soil. Many household cleaning solvents are harmful to the colour and life of a fabric. Cleaning by a professional furniture cleaning service only is recommended. To prevent overall soil, frequent vacuuming or light brushing to remove dust and grime is recommended.

LIFETIME LIMITED WARRANTY

8. LABOUR WARRANTY

Jaymar offers a one (1) year warranty on labor and workmanship applying to all upholstered furniture (sofas, loveseats, chairs, ottomans, sectionals, sofa-beds and upholstered beds) manufactured by Jaymar. Jaymar products are warranted to the original retail consumer, to be free from manufacturing and parts defects. The warranty takes effect from the date of delivery to the original retail consumer.

Within one (1) year from the date of delivery, Jaymar will pay, at no charge to the original retail consumer, customary labor rates to repair or replace the defective parts according to the specified labour coverage mentioned above. Under this warranty, the sole liability of Jaymar is limited to repair, or at its sole option, parts replacement. Should there be service required under the warranty then the initial service inspection will be covered by JAYMAR. Jaymar will not be responsible for any transportation costs. For clarity, should inspection deem that no repair is necessary then an initial service fee will be payable by end consumer to the third party.

After one (1) year, the original retail consumer will be responsible for all costs related to labor and transport. See Parts Warranty below for details.

The term "defect" as it is used in this warranty is defined as a flaw or deficiency that affects the intended use for which the product was manufactured.

The Jaymar warranty provides coverage to the original retail consumer only where the purchase has been made from an authorized Jaymar retailer and therefore is non-transferable to any second or third party.

9. LIFETIME LIMITED WARRANTY

Wood frames, pocket coils or springs

Wood frames, pocket coils, springs or webbing are covered against breakage due to metal fatigue or pulling loose from wood frames. The warranty is limited to the supplier's availability of parts.

Recliner Motion Mechanisms

The mechanism is covered by a lifetime warranty against defects in material or workmanship subject to normal residential use. The warranty is limited to the supplier's availability of parts.

Any cracking or minor squeaking noise heard from the metal mechanism or wood frame is normal and are not covered by our warranty.

10. PARTS WARRANTY – COVERAGE AND LIMITATIONS

COVERAGE

The Jaymar warranty does not cover any damage due to improper usage, excessive soiling, improper or unapproved cleaning methods (See Product Care for details), chemical treatments, exposure to direct sunlight or colour fading. These incidents will void the warranty.

Electronic Components – One (1) year warranty

Electronics are warranted against manufacturing defects.

Stitching – Two (2) year warranty

All our sewing thread finishing is done with top quality nylon to prevent fraying and provide longevity to the furniture. Jaymar warrants your stitching for two (2) years against defects in materials, workmanship, tearing or separating from the fabric or leather under normal household use.

Headrest Mechanisms – Five (5) year warranty

The headrest mechanisms are covered against defects in material or workmanship subject to normal residential use. The warranty is limited to the supplier's availability of parts.

Sofa-bed Mechanisms and Sofa-bed Mattresses – Two (2) year warranty

The sofa-bed mechanisms and sofa-bed mattresses are covered against defects in material or workmanship subject to normal residential use. The warranty is limited to the supplier's availability of parts.

Storage Bed Mechanisms – Two (2) year warranty

The storage bed mechanisms are covered against defects in material or workmanship subject to normal residential use. The warranty is limited to the supplier's availability of parts.

Recliner Motor – Three (3) year warranty

Recliner motor is warranted against manufacturing defects.

Seat Cushion Foam and Fibre-filled Components – Five (5) year Warranty

All cushions will soften with use and will conform to the shape of the user. This softening is considered normal wear and is in no way considered a manufacturer's defect. Fibre-filled seat cushion tops, backs and arms will flatten with prolonged use. This is inherent to the design of fibre-filled and fibre-wrapped products. Regular fluffing will prevent internal fibres from matting and help to prolong the vibrancy of these products.

Upholstery of Seats and or Back cushions with feathers: Certain models have the upholstery of the seat or back cushions with feathers. In those models, the seat and back cushions are in a 100% cotton envelope and are feather-proof which prevent feathers from escaping. However, it may occasionally occur that some feathers escape, and this is considered normal in the industry.

11. LEATHER – FIVE (5) YEAR WARRANTY

The leathers carefully selected by Jaymar and subject to normal usage, their longevity will largely exceed its guarantee.

The warranty does not cover damage caused by burns, cuts, all types of scratches (animal claws, rings, fingernails, etc.), exposure to sunlight, or heat source, discoloration due to scalp sebum, unapproved cleaning methods or application of a product on the leather.

Leather is a natural material and, therefore, each hide reflects its own characteristics. Variations in shade, grain, texture, patterns of original hair follicles, healed scars, brands, neck growth marks, nicks, scratches and wrinkles are a characteristic of leather and are not considered defects.

Note: If a leather piece of your furniture is defective, Jaymar will strictly replace that piece at no extra charge with a leather tint approaching nearest to the original leather colour. Taking into consideration the fact that the leather of origin will have aged in beauty with time, and that its colour will have changed depending on the number of years the leather furniture was purchased.

12. FABRICS – TWO (2) YEAR WARRANTY

The one-year warranty covers seam failure or fraying. Since colours and intensity under dye lots may vary within commercial tolerances, the colours of fabrics may vary from the sample swatches. Jaymar is unable to guarantee that the exact dye lots illustrated in sample swatches will be the same as the samples used at a retailer, showroom or previously purchased furniture.

This warranty does not cover tears, *pilling, shrinking or fibre migration. The crushing of fabric, velvet, and microfiber is a characteristic of these soft and fluffy fabrics and are not considered as manufacturing defects. The fabric warranty is void if there is excessive soiling, improper cleaning or abuse, or when treatment has been applied.

13. CUSTOMER'S OWN MATERIAL (C.O.M.):

Since the fabric is chosen by the customer, the client must make sure of its quality. Jaymar cannot test or judge the quality in relation to our own selection of Jaymar fabrics which are carefully selected, analyzed and tested.

That said, Jaymar cannot be responsible for its durability or their reaction during sewing or during its upholstery. Consequently, no warranties are given to the fabrics chosen by customers (C.O.M.).

14. GENERAL

- A) Any modification to a Jaymar product which is not in conformity with Jaymar factory specifications voids warranty. If a consumer carries out such a modification, they do so at their own risk.
- B) Jaymar does not promise to reimburse or replace its product
 - only repair as per our Warranty.
- C) The warranty does not apply to Jaymar products that have been subjected to inadequate usage, damaged by accident, modifications, improper handling or installation or repairs made by anyone other than an authorized Jaymar representative.
- D) The warranty may not apply to Jaymar products if the product was used in an uneven manner.

15. CAUTIONS

- **Do not** move furniture in your home without carefully wrapping the furniture, including corners and feet or the bottom of the furniture, with protective covering. This will help avoid damage to floors and/or wall surfaces, as well as help to prevent damage to the furniture itself.
- **Do not** expose leather or fabric to ink, bleach, oily substances, fluids, body oils, strong detergents (including laundry detergent), chemicals, and sharp objects as these may cause potential damage.
- **Do not** expose leather or fabric to sun or extreme light sources as this will cause fading and potential damage.
- **Do not** remove your seat cushion covers for dry cleaning or separate washing.

16. SAFETY

Use extreme caution when operating the moving mechanisms and electronic components making sure limbs and other obstructions are clear of leg rests and other moving parts before operating.

- **Do not** leave reclining seats in the reclining position when not in use.
- **Do not** allow children to play on mechanized furniture or to operate mechanisms.
- **Do not** stand on chairs, and do not sit on footrests.
- **Do not** remove seat covers for dry cleaning. Or separate washing.
- **Do not** sit on product arms.
- Reclining chairs must never be in the reclined position when attempting to get up from the furniture, this will tilt the chair/furniture forward and could cause bodily harm. You must always close and lock your recliner before. (Make sure you hear the locking of the footrest). With a power recliner there is no locking, but the footrest must be in the fully closed position before getting up from your seat for your safety.

For further information, refer to product instruction sheets and warnings, where applicable. Failure to follow these directions could result in injury and/or damage.

17. CONDITIONS

Jaymar makes no commitment to refund or replace its products – only repairs will be carried out in accordance with our warranty. To file a claim or obtain information about Jaymar products, the customer must contact the authorized Jaymar retailer where the original purchase was made.

During the warranty period, Jaymar agrees to replace or repair, at its discretion, any product or part of a product found to be defective due to a material or manufacturing fault. Jaymar will determine the cause and nature of the defect, the necessity for replacement or repair, the resolution method, or any other issue related to the condition of the furniture.

18. EXCLUSIONS

The warranty applies only to the original purchaser and is non-transferable. Furniture purchased by a corporation for commercial use or furniture intended for public use is not covered by this warranty.

All implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, shall be strictly limited in duration to the term of the express warranty provided for this product. This limited warranty constitutes the sole and exclusive warranty, superseding all other warranties, whether oral or written, express or implied. Under no circumstances shall Jaymar be held liable, whether under this warranty or otherwise, for any incidental, consequential, or indirect damage arising from the use of, or inability to use, the product.

Certain states or provinces do not allow the exclusion or limitation of indirect or incidental damages; therefore, the above limitations may not apply to you. This warranty gives you specific legal rights, and you may also have additional rights depending on your state or province.

Floor Models and Demonstrator Units

Floor models and demonstrator products sold to consumers are excluded from the manufacturer's warranty. These products, while functional, may have been used for in-store display purposes and may exhibit signs of wear or minor imperfections. It is the retailer's responsibility to inform the consumer, applying the rules and regulations in force.

This warranty does not cover the following:

- Floor models, Rental, business, commercial, institutional, or other non-residential uses.
- Products purchased "AS IS", second-hand, or as Final Sale.
- Products purchased from distressed or liquidation sales.
- Products deemed misused, mishandled, altered, abused.
- Any condition resulting from unusual usage.
- Inadequate maintenance, cleaning, or care

19. MAKING A CLAIM

To make a claim or for information about your Jaymar product, please contact your authorized Jaymar retailer or where the original purchase was made.

Any warranty claim requires proof of purchase with the original invoice. If this information is not provided by the retailer, Jaymar reserves the right to reject the claim. Jaymar also reserves the right to request photos for verification and/or to have defective parts returned to its factory.

Claims must be submitted through the retailer from which the furniture was purchased. The retailer will contact us as needed. Three photos must be provided to support the claim: 1. A photo of the entire room with the Jaymar furniture. 2. A closer photo of the specific defective piece. 3. A close-up of the issue on the item. Once the claim is received with the three requested photos, a file will be opened.

If you have questions, contact your authorized Jaymar retailer or contact us at info@jaymar.ca

20. WARRANTY SERVICE PROCEDURE

Merchandise must be inspected immediately upon receipt of orders at the client or retailer's location, and any claims must be made at that time.

1. Delivery-related damage must be reported within 7 days of delivery. Claims made after this period will be declined.
2. If merchandise arrives damaged, it is the retailer's responsibility to file a claim with the shipping company.
3. If the merchandise is otherwise defective, the retailer must notify Jaymar immediately.
4. Returns will only be accepted with prior written authorization. Once authorized, the retailer has 30 days to return the merchandise.
5. If the furniture needs to be returned to the factory for repairs, all packaging and transportation costs between the consumer and the retailer are not covered by this warranty and are the sole responsibility of the retail partner.
6. Jaymar is not liable for damages or transportation costs resulting from improperly packaged returns.
7. Merchandise must be returned using the carrier specified by Jaymar.
8. Jaymar reserves the right to authorize repairs or adjustments instead of a replacement. Jaymar is not responsible for defects resulting from improper storage or handling after the merchandise has left its factory.
9. If it is not possible to replace the merchandise with an identical product, Jaymar reserves the right to replace it with a similar product of equal value. Jaymar's liability will under no circumstances exceed the original cost paid by the retailer.

Please note: A 50% fee will be charged for returns made without manufacturer authorization. This policy clarifies the charges that will apply to unauthorized or unfounded merchandise returns.

Thank you for your purchase of Jaymar furniture. We hope that your custom-designed upholstered furniture will be a beautiful addition to your home for many years to come.

***What is fabric pilling?**

Fabric pilling are loose strands or balls of fiber that form on the surface of fabric. When fabric fibers become loose, they move around when we sit or brush up against them. The friction causes loose fibers to twist together and form small balls.

Pilling is completely normal and will go away once the excess loose fibers are gone. It doesn't affect the durability or functionality of the fabric. Plus, it's easily removable with a pill shaver.

It is important to know that pilling is a common occurrence and it's not a fabric defect and it's not covered under the warranty.

****How to Treat Fabric Pilling**

The quickest and cheapest way to treat pills is with a battery-operated pill shaver. If pilling reoccurs, it can simply be shaved off again. This may occur several times, but the pilling will diminish and eventually cease once the excess fibers are removed.