1230 Reid Street, Richmond Hill, ON, Canada, L4B 1C4 T 905 731 9300 F 905 731 9878 TF 800 413 4440 WARRANTY

LIMITED LIFETIME WARRANTY

Palmieri Furniture Limited ("Palmieri") warrants that its products and collections are free from defects in materials and workmanship for the life of the product, except as set forth below. <u>Palmieri Limited Lifetime Warranty is valid from the date of delivery</u>. **Exceptions to the Limited Lifetime Warranty: Seating:** two (2) years

Goods sold hereunder are covered by a Limited Lifetime Warranty, free against defects in material and workmanship provided the goods and services are subjected to normal use and service. The applicable warranty period commences from shipping date to Purchaser of any item of the goods, whichever occurs first, or any other warranty period otherwise stipulated in writing by Palmieri under this sale. For components not supplied by Palmieri, the original manufacturer's warranty shall apply to the extent assignable by Palmieri. The obligation under this warranty is limited to the repair or replacement, at Palmieri's option, of defective parts F.O.B. point of shipment provided that prompt notice of any defect is given by Purchaser to Palmieri in writing within the applicable warranty period and that upon the Purchaser's return of the defective parts to Palmieri or, if designated by Palmieri, to the location where the works are made, properly packed and with transportation charges prepaid by Purchaser, an inspection thereof shall reveal to Palmieri's satisfaction that Purchaser's claim is valid under the terms of this warranty. Purchaser shall assume all responsibility and expense for dismantling, removal, re-installation and freight in connection with the foregoing. The same obligations and conditions extend to replacement parts furnished by Palmieri hereunder.

Palmieri does not assume liability for installation, labour or consequential damages. Palmieri makes no warranty other than the one set forth herein. All other warranties, legal, expressed or implied, including but not limited to any expressed or implied warranty of merchantability, of fitness for the intended use thereof or against infringement are hereby expressly excluded. The applicable warranty ceases to be effective if the goods are altered or repaired other than by persons authorized or approved by Palmieri to perform such work. Repairs or replacement deliveries do not interrupt or prolong the term of the warranty. The warranty ceases to be effective if Purchaser fails to handle and use the goods sold hereunder in a safe and reasonable manner and in accordance with any written instructions from the manufacturers.

Warranty Does Not Apply To Product Failure Or Loss Resulting From:

Abuse, misuse or accident, alteration or modification of product by customer or third party, normal wear and tear, improper installation, handling or incorrect use. The substitution of part components or hardware not approved or authorized by Palmieri, acts of God, unauthorized repairs, improper storage, and environmental conditions such as irregular temperature control either inside or outside the environment.

Warranty Provides Exclusive Remedies:

If a product fails under ordinary use as a result of a defect in material or workmanship, Palmieri will: (A) repair, or (B) replace the furniture. The replacement or repair of the Furniture or Seating will be at the discretion of Palmieri. If the defect or workmanship cannot be remedied on site, repairs can be made at the factory. (C) If the product repair or replacement is not commercially practicable or cannot be remedie in a timely manner Palmieri will refund the purchase price of the affected product. A product "Defect" means: an inadequacy in the materials or workmanship of the product that (A) existed at the time when you received the product from Palmieri or Palmieri authorized Reseller and (B) causes a failure of the product to perform under ordinary use in accordance with the materials and documentation accompanying the product. "Ordinary Use" means: use of the product (A) in accordance with all applicable local, state or federal laws, codes and regulations and (B) in accordance with manufacturer recommendations and or instructions in the materials and documentation accompanying the product or through shop drawings. A "Palmieri Authorized Reseller" means: any dealer that is legally permitted to conduct business in the jurisdiction where the product is sold and is duly authorized by Palmieri to sell the product.

Warranty work must be approved by authorized personnel of Palmieri Furniture Limited in Richmond Hill, Ontario, Canada. A copy of the original purchase order must accompany all claims.

Warranty Does Not Cover:

Matching of colours, stains, textures, grains and any other variations in materials. Select and Custom Surfaces and materials are only warranted for their application on the specified product and are not covered by our warranty, except as warranted by the original supplier, for quality, colorfastness, shade variations or abrasion and textiles purchased for Palmieri product.

This limited warranty is the sole remedy for product defect and no other express or implied warranty is provided. Warranty is not transferable and valid only for the original purchaser acquiring a product from Palmieri or a Palmieri authorized reseller for the purchaser's own use and not for resale, remarketing or distribution. Limited Lifetime Warranty (25 years)