

Product warranty

Five-Year Warranty

For products sold after January 1, 2001, subject to the limitations, exclusions and disclaimers set forth below, (which are expressly incorporated herein), PELLIZZONI USA, Inc. warrants its products to be free from defects in workmanship and materials for a period of five (5) years after the date of original shipment (the "Warranty Period"), provided the product is used in the manner and under the conditions for which it is designed.

Limitation of Liability

1. This warranty shall apply only if (1) Purchaser notifies Seller in writing of the claimed defect within 30 days of discovery; (2) Purchaser discovers the claimed defect within the Warranty Period; (3) Purchaser allows Seller to inspect the Goods claimed to be defective; and (4) Seller or its representative confirms the defect in writing to Purchaser.

2. This limited warranty extends only to defects in materials and workmanship which occur during "normal use and service" as defined below, and it does not apply to: (a) goods that have not been maintained in accordance with instructions or that have been accidentally damaged; (b) defects attributable in any way to installation, modification or repair made by any party other than PELLIZZONI USA, Inc.; or (c) mishandling, accident, fire, lightning, other hazards whether natural or man-made, or shipment. "Normal use and service" means that the product will be used in a typical office environment for 40-45 hours per week.

3. Further, this warranty shall not apply if (a) Purchaser or a third party modifies or repairs the goods without PELLIZZONI USA, Inc. prior written approval; or (b) after discovery of a defect, Purchaser fails to take prompt and reasonable steps to prevent the defect from becoming more serious.

4. PELLIZZONI USA, Inc. guarantees all its products only to be free from defects and that each item is produced according to product specifications. PELLIZZONI USA, Inc. makes no warranty of any kind with respect to "customer's own materials" (COM), "customer's own leathers" (COL), or non-standard materials selected by and used at the request of the purchaser.

5. Covering materials selected by PELLIZZONI USA, Inc. are of high quality standard and therefore often have marks, imperfections and tone or colors differences. At a first glance these features could be taken as defects, but they're simply the result of natural procedures which preserve the quality and naturalness of leather and exclude the use of tanning technique aimed at covering the pores. Therefore the existence of any superficial imperfections or different color tones from one delivery to another doesn't mean that the product is imperfect and should be claimed. Moreover, exposure to light and use also modify the color of leather.

6. During the Warranty Period, if any of PELLIZZONI USA, Inc. product does not conform to this limited warranty, the purchaser's sole and exclusive remedy against Seller arising out of or in connection with any claimed defect in any Goods sold hereunder, whether based upon contract, strict

liability or negligence, and whether for personal injury, commercial loss, or other monetary loss, shall be at PELLIZZONI USA, Inc. option and sole discretion, is one of the following:

- (a) Repair of the defective component or product,
- (b) Replacement of the defective component or product

7. In no event, whether based in contract or tort or other legal theory, shall PELLIZZONI USA, Inc. be liable for any special, incidental, consequential, indirect or punitive damages of any kind, including without limitation, damages to other property, inconvenience, loss of goodwill, lost profits or revenue or other financial loss, loss of use of the product, or claims for damages resulting from the use of the product. Some states do not allow the exclusion or limitation of incidental or consequential damages or allow limitations on how long an implied warranty lasts, so the above limitations and exclusions may not apply to you.

8. There are no other warranties except as expressly set forth above, either express or implied, including any warranty of merchantability or of fitness for a particular purpose.

To obtain performance of this Limited Warranty, the purchaser should contact in writing the authorized PELLIZZONI USA, Inc. dealer or reseller who sold the product to the purchaser, or mail its warranty claim directly to PELLIZZONI USA, Inc.