

## SOSSEGO™ LIMITED WARRANTY

This limited warranty is applicable to each original end-customer (hereinafter "Customer") purchasing Sossego™ furniture consisting of, but not limited to, wood, leather, natural and/or synthetic upholstery (hereinafter "Upholstered or Solid Furnishings") and all other Sossego™ furnitures and accessories excluding cardboard materials, glass, or Corian™ tops (hereinafter "Occasional Furniture and Accessories") sold by Sossego Design LLC (hereinafter "Company") for Customer's own use and not for resale. The Upholstered or Solid Furnishings and Occasional Furniture and Accessories referred to herein as "Products". Where applicable, manufacturer's warranties are passed through to the end client.

### 1. LIMITED WARRANTY

1.1.1 LIMITED WARRANTY ON NON-LIGHTING PRODUCTS: Company warrants solely to the original Customer that (a) the Upholstered and Solid Furnishings will be free from defects in materials and workmanship under normal use for a period of TWO (2) YEARS from the date of original retail purchase, (b) the Occasional Furniture and Accessories will be free from defects in materials and workmanship under normal use for a period of TWO (2) YEARS from the date of the original retail purchase. Notwithstanding the foregoing, the colors or finish of the Products may vary within reasonable scope due to unavoidable color variations between dye lots or different production batches, and such variations shall not constitute a material defect. This limited warranty is limited solely to the original Customer with proof of purchase and is non-transferrable.

1.1.2 LIMITED WARRANTY ON CORDA LIGHTING PRODUCTS: Company warrants to the purchaser of Corda lighting products that they are to be free from defects in material and workmanship for a period of three (3) years from the date of purchase for all LED lamps.

Although Company uses the best available materials and does extensive testing for finish endurance, some fading or chalking may occur and is considered normal. For coastal locations, some corrosion and/or deterioration is considered "normal wear" in this environment. Therefore, any finish claim due to coastal environment conditions is not applicable to our warranty.

If a product is defective, all efforts will be made to correct the problem in the field. If the problem cannot be resolved, a return authorization will be issued. Company's obligation is expressly limited to repair or replacement, without charge, at Company's factory or applicable partner's factory, after prior written return authorization has been granted. Company's obligation under this warranty shall not extend beyond the Customer's initial purchase price of the product and accordingly any consequential damages or labor costs arising out of a defect are expressly excluded.

This warranty shall not apply to products that have been altered, improperly installed, mishandled or misused. Notice of a defect in writing must be received by Company within (3) years from the date of purchase.

manufacturer's warranty. Note: Company's product warranty applies only to purchases from authorized Company distributors.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1.2 WARRANTY: Company's obligation is limited to repair or replacement, at Company's discretion, of any product or component covered by this Warranty. Company must receive an individual claim from Customer, together with supporting documentation to evaluate damages prior to qualifying a "production fault."

1.3 LIMITED WARRANTY CLAIMS PROCEDURE: To process a claim under this limited warranty, Customer shall notify Company in writing via email (to [warranty@sossegodesign.com](mailto:warranty@sossegodesign.com)) with a full description of the defect that is covered by warranty and a copy of the dated proof of purchase of the applicable product, along with any supporting photo documentation showing detail and location of the described defect. Company shall review each claim and respond with appropriate recourse in the event that the described defect or condition merits warranty review as determined by Company. Once approved a Return Authorization ("RA") will be issued. Customers who have been issued a RA shall return the covered item to the physical address noted in the RA. Company shall not accept any returned product without a RA. Any repaired, corrected, replaced or exchanged Products shall be subject to the Limited Warranty set forth to the duration of the original limited warranty period as set forth in Section 1.1 and not for any extended duration, following their repair, correction, replacement or exchange. If Company has received notification from Customer of a potential claim under this limited warranty, and no defects of the Product could be discovered, Customer may bear the costs that Company incurred as a result of investigating such notice in Company's sole and

absolute discretion.

1.4 The foregoing limited warranty is subject to Customer's proper storage, transportation, handling and use of the Products as defined within the Company's current published guides and instructions for use and care. The limited warranty does not include defects due to normal wear and tear, misuse, carelessness, mishandling, neglect, accident, fire, "acts of God", sunlight or other natural hazard, delivery/transportation damage, failure to follow applicable directions or instructions, improper or inadequate cleaning, maintenance, care, repairs, modifications, use beyond a Product's intended use, natural variations in wood or leather grain, character marks, nor changes in wood color due to aging or exposure to light.

1.5 NO WARRANTY of any kind is provided by Company on cardboard materials or any glass or corian tops. NO WARRANTY of any kind is provided by Company on any Company items provided as complimentary gifts with purchase. NO WARRANTY of any kind is provided by Company on any other accessories not manufactured by or for the Company, even if packaged or sold with the Products. The manufacturers or suppliers of such non-Company products may provide their own warranties and such warranties, if any, are Customer's sole remedy with respect to such products. Company shall pass along to Customer the specific warranties offered by such manufacturers, if any. Company cannot guarantee or represent that such other manufacturer shall comply with the terms of such warranties.

1.6 With respect to custom-made or made-to-order Products, any defects of such Products caused by Customer's own specifications and/or Customer's own materials are excluded from the limited warranty set forth in Section 1.1. Company also makes no warranty that any Products manufactured to Customer's specifications do not infringe the intellectual property or other proprietary rights of any third party and Customer is solely responsible for assuring that such Products do not so infringe.

1.7 IF A COMPANY PRODUCT DOES NOT CONFORM TO THESE LIMITED WARRANTIES, THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY IS, AT COMPANY'S SOLE AND EXCLUSIVE OPTION, THE (1) REPAIR OF ANY DEFECTIVE PRODUCT OR COMPONENT PART OR (2) REPLACEMENT OF ANY DEFECTIVE PRODUCT OR COMPONENT PART. THE LIMITED WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND MADE IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, RIGHTS OR CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. IF COMPANY CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. The Company does not assume or authorize any person to assume for them any other liability in connection with the Products.

## **2. EXCLUSION AND LIMITATION OF LIABILITY**

IN NO EVENT, WHETHER BASED ON CONTRACT OR TORT OR OTHER LEGAL THEORY, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES TO OTHER PROPERTY, INCONVENIENCE, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE. INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to Customer. In jurisdictions that limit the scope of or preclude imitations or exclusion of remedies or damages, or of liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth above are intended to apply to the maximum extent permitted by applicable law. This limited warranty gives the Customer specific legal rights, and the Customer may also have other rights that vary by state, country or other jurisdiction.

## **3. SEVERABILITY:**

If any provision of this limited warranty is held to be illegal, invalid or otherwise unenforceable, such provision will be enforced to the extent possible consistent with its stated intention, or, if incapable of such enforcement, will be deemed to be severed and deleted from this limited warranty, while the remainder of the terms of this limited warranty will continue in full force and effect.

## **4. DISPUTE RESOLUTION:**

This Sossego™ Limited Warranty shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its principles of conflicts of law. The parties acknowledge the exclusive jurisdiction of the Federal and state courts of the State of Michigan. Any claims or disputes under this Sossego™ Limited Warranty shall be heard exclusively in any



state or Federal courts sitting in Lenawee County, Michigan, and both parties expressly consent to the personal jurisdiction and venue of the Michigan state and Federal courts for such actions.