

ARISTON·MOTIVO

FURNITURE COMPANY

Ariston·Motivo Furniture Company warrants that new products are free of defects in materials and workmanship when produced or shipped complete and are suitable for normal commercial use. Ariston·Motivo products are sold with a limited warranty against defects in materials or workmanship for the specified period of one year from the delivery date.

Ariston·Motivo reserves the right to repair or replace defective merchandise at its sole discretion. This limited warranty does not extend to other materials supplied by the purchaser or damages caused to them by shipping, accident, abuse, misuse, user modification, attachments to a product, alterations, negligent use or normal wear and tear. No deductions for repairs in the field will be allowed without specific written authorization. If verified by Ariston·Motivo to be defective, products will be repaired or replaced, at the Ariston·Motivo's sole option. If, upon inspection of an authorized return, Ariston·Motivo determines that the claim is unsubstantiated, then the return will be rejected and handling, restocking or reshipping charges will be assessed. The foregoing provisions shall constitute the Account/Purchaser's sole remedy with respect to defective or non-conforming goods that are returned.

Ariston·Motivo makes no promise or representation that the products supplied by others or manufactured by Ariston·Motivo will conform to any federal, state or local laws ordinances, regulations, codes or standards. Ariston·Motivo shall not be responsible for any losses or damages sustained by the Account/Purchaser or any other entity as a result of improper use or misapplication of the products. Charges for local repairs will not be accepted without prior authorization, in writing, from Ariston·Motivo. Damage resulting from unauthorized repairs or improper maintenance, including but not limited to; use of harsh furniture cleaning agents and abrasives, water and floor cleaning mixtures and any other chemicals affecting the finish or product structure, are also not covered under this warranty.

All other warranties express or implied are excluded. Ariston·Motivo's liability on any claim of any kind, including loss or damage resulting from the manufacture, sales, delivery, resale, repair or use of any item supplied, under these terms and conditions of sale or warranty, shall in no case exceed the price of the item(s) which give rise to the claim. In case of dispute, all matters shall be resolved in the court of arbitration in which Ariston·Motivo is registered.

The Account /Purchaser defends, indemnifies and holds harmless Ariston·Motivo and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation), Accounts/Purchaser's employees and agents or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the products by the Account /Purchaser the information, designs, services or other work supplied to the Account/Purchaser, whether caused by the concurrent and/or contributory negligence of the Account/Purchaser, Ariston·Motivo, or any of their agents, or the employees of Ariston·Motivo.