

LIMITED WARRANTY POLICY – RETAIL CONSUMER

As a Wholesale Distributor, Leather Italia USA accepts warranty claims **ONLY** from retail furniture stores and on-line furniture retailers recognized as **Authorized Retail Dealers** of Leather Italia USA. In the event that a consumer has a warranty question, the consumer **must** contact the retailer that the product was originally purchased from. The retailer, acting on behalf of the consumer, will contact the corporate office of Leather Italia USA. **Leather Italia USA does not accept any communication directly from a Retail Consumer.**

The warranties listed herein are the **only** warranties honored by Leather Italia USA. Leather Italia USA is not affiliated with any warranties that the Retail Consumer elects to purchase through the Authorized Retail Dealer. It is the responsibility of the retailer to advise the consumer of the difference between a purchased warranty offered by the retailer and the warranty offered by Leather Italia USA.

Although Leather Italia USA offers a Limited Warranty Policy to our Authorized Retail Dealers, they are under no obligation to offer this warranty in its entirety or selectively to any Retail Consumer. It is at the sole discretion of the Authorized Retailer to extend Leather Italia USA's Limited Warranty, in full or otherwise, to the Retail Consumer.

STATIONARY PRODUCT WARRANTY

5 Year Limited Warranty:

- Frame & Seat Suspension

2 Year Limited Warranty:

- Cushion Cores
- Foam Cushioning/Filling Materials

1 Year Limited Warranty:

- Leather Covering
- Legs/Decorative Hardware
- Labor (Authorized Retail Dealer only, must be pre-approved)

MOTION/RECLINING PRODUCT WARRANTY

2 Year Limited Warranty:

- Frame & Seat Suspension
- Cushion Cores
- Foam Cushioning/Filling Materials
- Reclining Mechanism and Springs

1 year Limited Warranty:

- Leather Covering
- Legs/Decorative Hardware
- Motor / Transformer
- Motion Operating Panel
- Labor (Authorized Retail Dealer only, must be pre-approved)

WARRANTY LIMITATIONS

- The wearing quality, durability, shrinkage, wrinkling and stretching and color fastness of leathers or fabrics.
- Any condition resulting from incorrect or inadequate maintenance, cleaning or care.
- Any condition that results from anything other than normal residential wear or from any use for which the product was not designed.
- Replacement products are warranted from date of purchase of the original product.

WARRANTY EXCLUSIONS

- Fading or discoloration of leather/finish due to sunlight (direct or indirect), excessive exposure to heat, reaction to hair products, body oils or any other chemical based substances.
- Any condition resulting from the use of aftermarket cleaning/conditioning products.
- Wear or any damage caused by animals.
- Scuff marks, rub marks, scratches, cuts or other damage occurring in transit, during delivery or unpacking of product.
- Should damage occur in transit, it is the dealer's responsibility to file a claim directly with the freight carrier. Leather Italia USA assumes no responsibility for damages occurring in transit and will not repair or replace these damaged products under warranty.
- Any product sold as "Showroom Samples", "Floor Samples", "Floor Models", "As-Is" or at a significant discount that implies clearance, liquidation, etc. (i.e. 50% off).
- Any product sold by an Authorized Retail Dealer going out of business or no longer in business (i.e. "Clearance Sale, Going Out of Business Sale, Liquidation Sale).
- Any product that is not warranted between Leather Italia USA and the Authorized Retail Dealer.
- Any product that has had unauthorized repairs performed and/or attempted.

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WARRANTY CLAIMS PROCEDURE FOR RETAIL CONSUMER

Leather Italia USA DOES NOT accept warranty claims or any communication directly from Retail Consumers.

All Retail Consumers MUST submit warranty claims directly to the Authorized Retail Dealer that the product was originally purchased from.

The following documentation is required for all warranty claims:

- **Retail Consumer's receipt** which must include:
 - Date of purchase from the Authorized Retail Dealer
 - SKU number, model name, color and type of product (i.e. 1555-E2117-031081LV Joplin power sofa – brown)
- A **written description** of the defect or damage. Please include when the issue was first noticed and an opinion on how it occurred.
- **Photographs** of the product clearly showing the defect.
 - Full view of product straight on and from an angle.
 - Close-up views of defect or damage.

The Authorized Retail Dealer will submit the warranty claim to Leather Italia USA on behalf of the Retail Consumer. Leather Italia USA will review the warranty claim and notify the Authorized Retail Dealer of the findings in writing. It is the sole responsibility of the Authorized Retail Dealer to notify the Retail Consumer of the decision made by Leather Italia USA.

At NO TIME will Leather Italia USA communicate directly with the Retail Consumer.

General Limitations and Exclusions

This Warranty does not cover normal wear and tear, or damage resulting from negligence, abuse, commercial or contract use, conditions resulting from any use for which the product was not designed, tampering or alteration, accidents, pets, after-market protective treatments, staining or discoloration caused by non-manufacturer defects.

*Leather Italia USA reserves the right to amend or replace this Warranty Policy at any time.
All previous warranties are considered null and void.*

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GLOSSARY OF TERMS

Authorized Retail Dealer

An authorized retail dealer is any retail distributor, including brick-and-mortar stores and online retailers recognized as a customer of Leather Italia USA.

Original Retail Consumer

A person (or persons) who purchase Leather Italia USA product from a retail furniture company that is recognized as an authorized retail dealer of Leather Italia USA.

Frame & Seat Suspension - 5 year Limited Warranty stationary/2 year Limited Warranty motion/reclining

Leather Italia USA warrants our authorized retail dealer against materials or workmanship provided it remains upholstered in the original covering and is used under normal conditions. Leather Italia USA will, at its discretion, replace the part that is defective. After the first year of use by the consumer, the frame warranty and seat suspension warranty covers replacement parts only and does not cover any associated labor or shipping costs.

Cushion Cores - 2 year Limited Warranty – stationary and motion products

Leather Italia USA warrants our authorized retail dealer protection against defective materials or workmanship of the cushion cores, and abnormal loss of resiliency provided the product remains upholstered in the original covering and is used under normal conditions. Some softening and flattening of the foam core and fiber/foam wraps should be expected and will not be considered defective. After the first year of use by the consumer, the cushion core warranty covers replacement cores only and does not cover any associated labor or shipping costs.

Foam Cushioning & Filling Materials - 2 year Limited Warranty – stationary and motion products

Leather Italia USA warrants our authorized retail dealer protection against defective materials or workmanship of the inside back filler, padding and other filling materials. The compression of certain filling materials with use is normal and should not be considered loss of resiliency and will not be considered defective. After the first year of use by the consumer, the foam cushioning & filling materials warranty covers replacement foam and filling material only and does not cover any associated labor or shipping costs.

Reclining Mechanisms and Springs - 2 year Limited Warranty – stationary and motion products

Leather Italia USA warrants our authorized retail dealer protection against defective materials or workmanship based on reasonable use. Leather Italia USA will, at its discretion, provide a replacement of the mechanism that is defective. After the first year of use by the consumer, the mechanism warranty covers replacement parts only and does not cover any associated labor or shipping costs.

Leather Covering - 1 year Limited Warranty – stationary and motion products

Leather Italia USA warrants the leathers to be free from the following defects when put to ordinary residential use: sewn-seam failure, excessive fading (excluding fading from direct or indirect sunlight), peeling (not caused by chemicals, applications or spills).

Leather is a natural material sometimes providing unique features such as scratches, insect bites, healed scars and other characteristics that are not considered manufacturing defects but rather nature's enhancements. Color variations occur normally within a hide and from hide to hide as no two hides are alike. These variations are not considered manufacturing defects.

Legs & Decorative Hardware - 1 year Limited Warranty – stationary and motion products

Leather Italia USA warrants legs and decorative hardware against defective materials or workmanship for a period of one year from the date the product is shipped to our authorized retail dealer as defined by the Leather Italia USA invoice.

Motor/Transformer - 1 year Limited Warranty – stationary and motion products

Leather Italia USA warrants our authorized retail dealer protection against defective materials or workmanship of the motor/transformer based on reasonable use. Leather Italia USA will, at its discretion, provide a replacement of the motor/transformer.

Motion Operating Panel - 1 year Limited Warranty – stationary and motion products

Leather Italia USA warrants our authorized retail dealer protection against defective materials or workmanship of the motion operating panel based on reasonable use. Leather Italia USA will, at its discretion, provide a replacement of the motion operating panel.

Labor - 1 year Limited Warranty – stationary and motion products – MUST BE PRE-APPROVED

The cost of labor associated with a repair or part replacement MUST be pre-approved by Leather Italia USA before such labor is performed by the authorized retail dealer. Without written pre-approval from Leather Italia USA, no reimbursement of cost will be given to the authorized retail dealer. Under these requirements, Leather Italia USA covers labor costs for a period of one year from the date the product is shipped to our authorized retail dealer as documented by the Leather Italia USA invoice.