



## **Ethnicraft USA Manufacturer's Warranty**

Ethnicraft USA (the Seller) hereby provides a warranty against defects of manufacture and materials on standard goods for a period of 2 years from the date of delivery so long as the goods are used under normal circumstances and maintained according to the Seller's specifications. Excluded from this warranty are all defects due to or caused by transport, incorrect use, inadequate maintenance, accidents, humidity, water damage, alteration, or repair, as well as normal wear and tear of the goods. Variations in wood grain, texture, color, knots, and other naturally occurring variations and characteristics are inherent to wood and shall not be considered defects. Variations in metal texture, color and other naturally occurring variations and characteristics are inherent to the type of metal and finish requested by the buyer and shall not be considered defects.

All warranty claims must be made in writing and should include pictures of the goods. In the event of a valid warranty claim, the Seller may choose to refund the purchase price, offer a discount or, repair or replace such goods. It is a condition for such remedies that the buyer has notified the Seller about the defect within the two-year warranty period. The above remedies constitute the buyer's only warranty remedies. In case the Seller chooses to replace the goods, the exchange will take place at the address stated on the original delivery note. If the exchange address is a commercial address with a loading dock, the Seller will be responsible for arranging any related transport with DAP incoterms and will be responsible for any transport costs. The buyer must notify the Seller that the goods are ready for return and have been packaged for transport. If the exchange address is a commercial address with no loading dock or a residential address, the Seller will prepare the replacement on EXW incoterms, and the buyer will be responsible for arranging any related return and replacement transportation and the related costs. The Seller will issue a credit for 50% of these transportation costs upon receipt of the related transportation invoices. The replacement goods will be identified by invoice. The returned goods will be credited after inspection in the Seller's warehouse. The Seller reserves the right not to credit the returned goods if the inspection reveals that the warranty claim is unsupported.

The Seller is not liable to the Buyer for (i) any consequential or indirect loss such as but not limited to financial or commercial damage, loss of customers, loss of contracts, loss of profit, reputation damage, delay or failure of project planning etc., (ii) a third party intervention in relation to the infringing goods, (iii) where the goods are installed or stored in an unsuitable place, (iv) in case of overuse, especially use for other than private purposes, (v) where the goods supplied are not assembled or installed according to the instructions provided or the general arrangements for use for this type of material, (vi) transport damage. The Seller's maximum liability towards the buyer can in no event exceed the purchase price for the goods sold, including any liability for damages to a third party, such as, for example but not limited to product liability.

