

WARRANTY RELATED TO FABRICS FOR OUTDOOR USE

Mario Sirtori S.p.A., with registered office at Corso XXV aprile 167/B, 22036, Erba (Como - Italy) (the "**Supplier**"), is pleased to offer its business customers (the "**Customers**") high quality upholstery textile products for outdoor use, which are the result of an optimal combination of industrial technology and artisanal production methods and which the Supplier guarantees to its Customers under the following terms and conditions.

1. Scope of the Warranty

The upholstery textile products for outdoor use by Mario Sirtori S.p.A. (hereinafter the "**Products**") are guaranteed to be free from defects in materials and workmanship - in relation to the characteristics declared in the relevant data sheet - for a period of 5 (five) years from the date of delivery to the Customer (hereinafter the "**Warranty Period**").

The operativity of the warranty is subject to the use of the Product in compliance with its intended use according to the stated technical specifications and any care and maintenance instructions offered by the Supplier.

During the Warranty Period, the Supplier agrees to remedy any defects in materials or workmanship of the Products by replacement of the Product supplied or refund of the price paid according to the following terms and conditions.

2. Limitations

The warranty does not cover defects or damage caused by:

- Normal wear and tear of the Product;
- Inappropriate transportation or storage after delivery;
- Installation, incorporation, cleaning, maintenance or storage not in accordance with the Supplier's instructions or otherwise improper or inadequate;
- Modifications, alterations, repairs, treatments of the Product or additional finishing carried out by the Customer or third parties;
- Misuse, use non-compliant with technical specifications, abuse or negligence by the Customer or third parties;
- Exposure to extreme weather conditions or unsuitable chemical agents;
- Defects that the Supplier has already otherwise remedied or compensated the Customer for;
- External causes beyond the control of the Supplier.

The warranty does not cover costs of installation, removal and reinstallation of the Product, labor costs, any damages from loss of profit, business interruption, reputational damage, loss of business opportunities, costs of replacement or repair of equipment or other components other than the Products, legal fees, or other incidental expenses.

3. Warranty Claim Procedure

The Customer who wishes to raise a warranty claim is required to report the alleged defect to the Supplier in writing by sending the following information and documentation by e-mail to warranty@mariosirtori.com :

- Copy of the invoice or purchase document for the Product, indicating the supply number allowing traceability;
- Detailed description of the defect;
- Pictures of the Product, where the defect is visible.

The Supplier reserves the right to examine the defective Products at the Customer's premises, including through external technicians, or to request the return of a sample of Product showing evidence of the defect complained of, for further inspection.

Where the Supplier believes that the defect claimed of is indeed covered by this warranty, it will provide confirmation to the Customer, indicating the available remedies offered, from among those listed below.

4. Remedies for defects

In the event of defects covered by this warranty, the Supplier will provide the Customer with a replacement for the defective Product or parts of the Product:

- an identical product or, if not available, a product with equivalent characteristics. The replacement does not include any charges for removal and reinstallation of the Product and will not extend or renew the original Warranty Period; or, alternatively at its discretion,
- a refund of the cost of the defective Product, it being understood that the refund will be subject to depreciation proportional to the period of use of the Product from delivery. Specifically, depreciation will be calculated by applying a 20% reduction for each year the Product has been used beyond the first. Reimbursement for the cost of installation, removal and possible reinstallation of the Product or labor costs is excluded.

With the activation of this warranty any further legal or conventional remedy in favor of the Customer with respect to defects in the Products shall be deemed waived.

5. Applicable law

This warranty is governed by Italian law, with express exclusion of the conflict rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The provisions contained in the Supplier's general terms and conditions of sale shall also apply to this warranty, to the extent not provided for herein.