

FOSCARINI INC.
LIMITED ONE-YEAR WARRANTY

The warranty obligations of Foscarini Inc. ("Foscarini") for the Foscarini brand lighting products (the "Product") are limited to the terms set forth below:

1. Definitions.

a. "Authorized Dealer" means any Foscarini authorized distributor, reseller or retailer that was duly authorized to do business in the jurisdiction where it sold the Product to Buyer, (ii) was permitted to sell Buyer the Product under the laws of the jurisdiction where Buyer bought the Product, and (iii) sold Buyer the Product new and in its original packaging.

b. "Buyer" means the first person that purchased the Product in its original packaging from an Authorized Dealer. This Limited Warranty does not apply to persons or entities that bought the Product (i) in used or unpackaged form, (ii) for resale, lease or other commercial use, or (iii) from someone other than an Authorized Dealer.

2. Limited Warranty. Foscarini warrants that all new Products will be free from any material defects in workmanship or materials, excluding the specific limitations set forth below.

3. Exclusions From Coverage. This limited warranty does not cover defects or damages resulting from the following circumstances: (i) normal wear and tear of the Products, including, but not limited to discoloration, natural weathering of finishes or other cosmetic changes; (ii) accident, misuse, abuse, neglect, unusual physical stress, alteration (including, but not limited to purchaser-applied finishes), improper operation, maintenance, handling or installation of the Product; (iii) damage during installation; (iv) repairs made by third parties not authorized by Foscarini; (v) special modifications to the Product made by Foscarini at Buyer's specific request; (vi) exposure of the Product to hot or cold temperatures, wet environments, inappropriate climate conditions, including but not limited to, rain and humidity; (vii) loss of functionality of the Product in highly corrosive environments or due to exposure to conditions beyond performance and design specifications; and (viii) Product failure caused by factors other than defective workmanship or material. Without limiting the generality of the foregoing, this limited warranty does not cover the following: (i) Product failure caused by faulty power supplies, overheating caused by improper installation; (ii) failure caused by fires, misuse, accidents, abuse, neglect, mishandling, misapplication, improper handling/installation incurred by the user/installer or Acts of God (such as lightning or fluctuations in electrical power); (iii) Products which have been modified or have had the serial number altered, defaced or rendered illegible; (iv) Products left operating in conditions/requirements other than those mentioned in respective product brochures or user manuals; (v) any Product that was, at any time, used as a floor sample or display model; (vi) any Product purchased "as-is"; (vii) any Product used for commercial, institutional or other non-residential purposes (including, but not limited to, hotels, motels or institutional facilities);

(viii) any Product purchased from Foscarini or an Authorized Dealer that was manufactured by a third party other than Foscarini or its parent company, including, but not limited to light bulbs; and (ix) minor variations in glass, natural wood grain, or other surface materials that do not affect product performance. In addition to the foregoing, hardware utilized in conjunction with the Product, which is subject to a manufacturer's warranty is expressly excluded from this warranty.

4. This Limited Warranty shall be valid for a period of ONE (1) YEAR (the "Warranty Period") from the date of Buyer's purchase (as evidenced on the invoice or proof of purchase from Foscarini or an Authorized Dealer). This Limited Warranty is not transferable and shall not extend to anyone other than the original Buyer of the Product. In order to avail itself of the benefits of the Limited Warranty provided herein, Buyer must have paid for the Products purchased from Foscarini in full.

5. In the event that a defect is discovered during the Warranty Period, after reasonable inspection by Foscarini, should a Product be deemed defective as a result of a defect in materials or workmanship Foscarini, at its election, will either (i) repair or replace the defective Product or (ii) provide replacement parts to the Buyer. Repair or replacement is at Foscarini's exclusive option. If Foscarini chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Foscarini may substitute it with a comparable product or comparable materials. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any reinstallation costs or expenses, including without limitation labor costs or expenses.

6. Foscarini shall not be responsible for any labor or installation cost of replacement Products or parts or for costs of transportation incurred in connection with the performance of warranty work described above. Costs incurred by Buyer to ship allegedly defective Products shall be refunded to Buyer only if Buyer is entitled to a remedy under this Limited Warranty. Costs incurred to ship replacement Products to Buyer shall be paid for by Foscarini. If Buyer is not entitled to a remedy under this Limited Warranty, costs incurred to return Products to Buyer shall be borne by Buyer.

7. This Limited Warranty may be changed by Foscarini at any time. The Limited Warranty set forth in this document is the only express warranty (whether written or oral) applicable to the Products within the United States of America, Canada and Mexico, and no one is authorized to modify or expand this Limited Warranty.

8. DISCLAIMER OF OTHER WARRANTIES. THE FOREGOING WARRANTY SHALL NOT EXCEED IN DURATION THE TERM SET FORTH HEREIN AND IS IN LIEU OF ALL OTHER WARRANTIES. FOSCARINI MAKES NO ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY OF ITS PRODUCTS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED, NOR DO THEY

WARRANT THAT THE PRODUCT DOES NOT INFRINGE UPON THE PATENT, COPYRIGHT, OR TRADEMARK OF ANY THIRD PARTY. FOSCARINI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE PRODUCT, AND IN NO EVENT SHALL FOSCARINI'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT. ALTHOUGH THIS WARRANTY GIVES BUYER SPECIFIC LEGAL RIGHTS, BUYER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

9. Local Law. This Limited Warranty gives the Buyer specific legal rights. The Buyer may also have other rights which vary from state to state in the United States, from province to province in Canada and from state to state in Mexico. To the extent that this Limited Warranty is inconsistent with local law, this statement shall be deemed modified to be consistent with such local law. Under such local law, certain disclaimers and limitations of this Limited Warranty may not apply to the customer. For example, some states in the United States, as well as some governments outside the United States (including provinces in Canada), may: (i) preclude the disclaimers and limitations in this Limited Warranty from limiting the statutory rights of a consumer; (ii) otherwise restrict the ability of a manufacturer to enforce such disclaimers or limitations; or (iii) grant the customer additional warranty rights, specify the duration of implied warranties which the manufacturer cannot disclaim, or allow limitations on the duration of implied warranties. THE TERMS IN THIS LIMITED WARRANTY, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY, AND ARE IN ADDITION TO, THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THE PRODUCTS TO CUSTOMERS.

10. No oral statements. In the event that Foscarini's or an Authorized Dealer's salespeople have made oral statements about the Products, such statements do not constitute warranties, may not be relied on by Buyer and are not part of the order or any agreement.

11. LIMITATION OF LIABILITY. IT IS UNDERSTOOD AND AGREED THAT TO THE EXTENT ALLOWED BY LOCAL LAW, FOSCARINI'S MAXIMUM LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE, SHALL BE STRICTLY LIMITED TO EITHER THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART AT FOSCARINI'S EXCLUSIVE OPTION.

12. SEVERABILITY. IF ANY PORTION OF THIS LIMITED WARRANTY IS HELD ILLEGAL OR UNENFORCEABLE BY REASON OF LAW, SUCH PARTIAL ILLEGALITY OR UNENFORCEABILITY SHALL NOT AFFECT THE ENFORCEABILITY OF THE REMAINDER OF THIS LIMITED WARRANTY WHICH BUYER ACKNOWLEDGES SHALL BE CONSTRUED TO BE LIMITED BY ITS

TERMS OR AS LIMITED AS THE LAW PERMITS.

13. Choice of Law and Jurisdiction. This Limited Warranty is to be construed under the laws of the State of New York, excluding any body of law governing conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty. Any disagreement or dispute arising out of or relating to this Limited Warranty shall be settled by final and binding arbitration to be conducted in New York, New York by a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association. No dispute between the parties, or involving any person but Buyer, may be joined or combined together, without the prior written consent of Foscarini.

14. How to Make a Claim; Return Policy and Procedures. To make a claim under this Limited Warranty, Buyer must contact Foscarini within seven (7) days after the damage or defect is discovered or reasonably should have been discovered. Buyer must provide (i) the product serial number, (ii) a detailed explanation of the damage or defect, and (iii) a copy of the purchaser's proof of purchase. In the event Foscarini determines, in its sole discretion, that the damage and/or defect described warrants a return of the product pursuant to this Limited Warranty, Foscarini will provide Buyer with a Return Authorization Number ("RAN") and will send Buyer a claim form. Buyer must fill out the claim form entirely and return it, along with the defective Product in its original packaging, or another shipping container approved by Foscarini, as well as Buyer's original sales receipt or other proof of purchase. Buyer must print the RAN on the outside of the return package. All RANs will expire thirty (30) days after they are issued. Products shipped to Foscarini (i) without a valid RAN or with an RAN that has expired; (ii) without an RAN number clearly marked on the outside of the shipping box; or (iii) at the wrong location, will be rejected and returned to Buyer at Buyer's sole cost and expense. Buyer will bear the entire cost associated with the return, including shipping, handling and insurance costs. Such costs will only be refunded by Foscarini in the event the return is accepted and the Product is deemed damaged or defective in accordance with this Limited Warranty. All warranty claims must be made in writing and sent to the following address, via certified mail, return receipt requested:

Foscarini Inc.
17 Greene Street
New York, NY 10013
Attention: Customer Care
Foscarini.inc@foscarini.com

[The Products Return Policy for allegedly defective Products is posted on Foscarini's Internet web site at www.foscarini.com]