

FOSCARINI INC.
LIMITED ONE-YEAR WARRANTY

The warranty obligations of Foscarini Inc. (“Foscarini”) for this product (the “Product”) are limited to the terms set forth below:

1. Definitions.

- (a) “Authorized Dealer” means any Foscarini’s authorized distributor, reseller or retailer that (i) 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, under normal use and service, from any defects in workmanship or materials (normal wear and tear excepted), provided that any allegedly defective Product has not been (i) altered, misused, neglected, tampered or damaged through causes unconnected with its manufacture, (ii) improperly installed or damaged during installation, (iii) repaired for warranty defects by anyone other than Foscarini or (vi) used in violation of operating instructions. 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 and (iv) Product is left operating in conditions/requirements other than those mentioned in respective product brochures or user manuals.

3. This Limited Warranty shall terminate upon the expiration of ONE (1) YEAR from the date of Buyer’s purchase (as resulting from the invoice date or proof of purchase from an authorized dealer). This Limited Warranty is not transferable and shall not extend to anyone other than the original Buyer of the Product. As a prior condition to any obligation of Foscarini under Foscarini’s limited warranty, Buyer must have fully paid for the Products purchased from Foscarini.

4. This limited warranty does not apply to light bulbs.

5. This limited warranty extends only to those Products purchased and used within the United States, Canada and Mexico.

6. In the event that a defect is found within the terms of this Limited Warranty, Foscarini will either repair or replace the Product or the defective part thereof within a reasonable time. 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 replace it with a comparable product. 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.

7. 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 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.
8. This Limited Warranty may be changed by Foscarini at any time. No modifications of this limited warranty shall be binding unless in writing and signed by Foscarini. In the event that Foscarini’s or third-party’s salespeople have made oral statements about the Products, such statements do not constitute warranties, shall not be relied on by Dealer, customers and are not part of the order or any agreement.
9. **Disclaimer of other warranties.** EXCEPT AS EXPRESSLY WARRANTED IN THIS LIMITED WARRANTY, TO THE EXTENT ALLOWED BY LOCAL LAW, FOSCARINI HEREBY DISCLAIMS ANY STATUTORY AND IMPLIED WARRANTY AND ANY REMEDY APPLICABLE TO PRODUCTS WHICH BUT FOR THE WARRANTY CONTAINED HEREIN MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SATISFACTORY QUALITY. FOSCARINI ASSUMES NO RESPONSIBILITY THAT THE PRODUCTS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH BUYER MAY BE BUYING THESE PRODUCTS.
10. **Local Law.**
 - (a) 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 country to country elsewhere in the world.
 - (b) 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.
 - (c) 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 SUCH CUSTOMERS

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

12. **LIMITATION OF LIABILITY.**

- (a) 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 PART OF THIS PRODUCT AT FOSCARINI'S EXCLUSIVE OPTION.
- (b) TO THE EXTENT ALLOWED BY LOCAL LAW, UNDER NO CIRCUMSTANCES SHALL FOSCARINI BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE AND OTHER ADDITIONAL EXPENSES, EVEN IF FOSCARINI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO BUYER AND BUYER MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

13. **LIMITATION OF REMEDIES.** THE SOLE OBLIGATION AND LIABILITY OF FOSCARINI, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, DIRECTORS OR AGENTS, AND BUYER'S SOLE AND EXCLUSIVE REMEDY, IN CONNECTION WITH THIS PRODUCT OR ITS USE OR APPLICATION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, SHALL BE STRICTLY LIMITED AT FOSCARINI'S OPTION TO REPAIR OR REPLACEMENT OF THIS PRODUCT. IN NO EVENT SHALL FOSCARINI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES.

14. **SEVERABILITY.** IF ANY PORTION OF THIS LIMITED WARRANTY IS HELD ILLEGAL OR UNENFORCEABLE BY REASON OF ANY LAW, SUCH PARTIAL ILLEGALITY OR UNENFORCEABILITY SHALL NOT AFFECT THE ENFORCEABILITY FOR THE REMAINDER OF THIS LIMITED WARRANTY WHICH BUYER ACKNOWLEDGES IS AND WILL ALWAYS BE CONSTRUED TO BE LIMITED BY ITS TERMS OR AS LIMITED AS THE LAW PERMITS.

15. **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 YOU, may be joined or combined together, without the prior written consent of Foscarini.

16. How to make a claim. Return Policy and Procedures.

- (a) In the event damage has occurred to Products, Buyer must follow these instructions: (1) contact the Authorized Dealer where Buyer purchased the Product (if that is not possible contact Foscarini Inc.) within fifteen (15) days after Buyer discovers a Product Defect (or should have discovered it, if such Product Defect was obvious); (2) give a detailed explanation of how the damage occurred; (3) obtain a Return Authorization Number (“RMA”); (4) upon receipt of a claim form, fill out the claim form entirely; (5) return the Product, insured to the Authorized Dealer in its original box or an approved shipping container for verification of damage, along with a copy of Buyer’s original sales receipts and proof of purchase (UPC label or packing slip) for such Product, the completed claim form, and printed RMA on the outside of the return package (the claim form will include instructions for return). Buyer must pre-pay all postage, shipping charges, handling and insurance costs when returning the Product (to be refunded if Buyer is entitled to a remedy under this Limited Warranty).
- (b) **RMA numbers expire thirty (30) days after they are issued.** Product shipments will be refused and returned at your expense if they are unauthorized, returned without an RMA number clearly marked on the outside of the shipping box or with an RMA that has expired, if they are shipped to the wrong location. When you contact an Authorized Dealer to obtain service, please be prepared to supply:
- The serial number of your product
 - Information about the failure and/or reason for the return
 - A copy of your dated proof of purchase

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