



## INDOOR PRODUCTS LIMITED WARRANTY POLICY

*“We at Cappellini make products that are well designed, beautifully crafted and that make people dream and smile. That is why we back our products with a comprehensive warranty plan.”*

**Cap Design S.p.A.** (“COMPANY”) warrants CAPPELLINI® products (“Product” or “Products”), manufactured after July 15<sup>th</sup>, 2020, and selected components of those Products, as specified in this warranty and subject to these terms (“Warranty”), against failure due to a manufacturing defect for the period referred to in this Warranty. Please note that this Warranty is specific to CAPPELLINI® Products, or components of those Products, manufactured after **July 15<sup>th</sup>, 2020** and applies only to buyers that can be qualified as “consumers” (i.e., the person who buys goods for purposes not related to his professional activity).

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### WARRANTY PERIOD

The COMPANY warrants that all Products provided by COMPANY in execution of a valid sales agreement and/or purchase order with a consumer will not be affected by defects of conformity due to faulty design, materials or workmanship for a period of **TWO (2)** years from the date of invoice (“Warranty Period”). For the purpose of this Warranty “defects” means an inadequacy in the materials or workmanship of the Products that: (i) existed at the time when you received the Products from COMPANY or a company authorized reseller; and (ii) causes a failure of the Products to perform under ordinary use in accordance with the materials and documentation accompanying the Products.

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### What is not covered by the Warranty?

Notwithstanding the foregoing, COMPANY shall not be held responsible for defects caused by:

- a. Ordinary wear and tear associated with the Products and components;
- b. Lack of maintenance and/or Unintended use and/or Misuse and/or Abuse;
- c. Improper or unsuitable use, stockage, environment, external accidents or other causes beyond the reasonable control of COMPANY;
- d. Improper installation or any defect in materials used for installation which are not manufactured, sold or supplied by COMPANY;
- e. A product that is manufactured by a third-party supplier from whom COMPANY purchases it for resale without incorporating it into CAPPELLINI® Product (in which case COMPANY will assign to the purchaser or lessee any warranty that the manufacturer provides), unless otherwise specified by COMPANY in writing;
- f. At the time of conclusion of the contract of purchase, the

consumer was aware of the defect or could not ignore it with ordinary diligence.

It is understood and accepted that fabrics, leathers, suspension components, cushioning and fillings will show signs of wear and tear with use. Depending on the covering and the degree of use, the covering materials, cushion fillings and suspension may need to be replaced periodically at the purchaser’s expense.

The presence of marks and imperfections of the leather, on the surfaces of the marbles and of the handcrafted finishes, as well as the presence of bubbles and differences in color and thickness in blown glass, are not to be considered as imperfections but characteristics of value that attest to their authenticity and the artisanal manufacturing process. Ultraviolet light from the sun and artificial light sources will discolor the wood substrate over time, this is a normal characteristic of natural wood.

The Products should be used in a humidity and temperature stable environment. The Products are not suitable and tested for outdoor use. Fluctuations in humidity and temperature will cause expanding and contracting of the wood substrate. Exposing the furniture to intense heat, such as from hot food or coffee cups, could damage the finish.

COMPANY reserves the right to determine at its sole discretion whether a component has failed due to a defect or wear and tear. Any item requiring replacement due to wear and tear will be at Client’s own costs and expenses.

These Warranty does not cover:

- a. consumables used in products such as bulbs, screws, nuts, etc.;
- b. “customer finish” (i.e., a material specified by the client, not part of the COMPANY standard offer);
- c. transfer of clothing colors to Products coverings.

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### PROPER USE OF PRODUCTS

Client must use and maintain the Products and components in accordance with the ordinary use, the care instructions for the relevant product and component as provided on COMPANY’s website and as provided to you in the materials and documentation accompanying the Products. If a component of a product becomes defective, Client must not attempt to repair and/or to modify it by himself; in such cases company declines all responsibility for the modified or tempered Products.



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Doing so may cause damage which is not covered by this Warranty. For the purpose of this Warranty an “ordinary use” means use of the Products: (i) in conformance with all applicable local, state, federal or national laws, codes and regulations (including without limitation building and/or electrical codes); and (ii) in accordance with the COMPANY above-mentioned recommendations and/or specific instructions. Unless otherwise indicated, most of the covers used by COMPANY are removable and washable. Despite the utmost care in choosing fabrics, they can shrink and vary in color if not washed properly. Do not expose furniture to direct sunlight.

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### LIMITATIONS

This Warranty only applies to the original purchaser of the Products and only in case the defect manifested during the Warranty Period and has been reported to the Company within legal deadlines. Client cannot assign or transfer any benefit conferred by this Warranty.

All subsequent purchasers acquire the Products “as is” and without the protection of the Warranty. During the Warranty Period, COMPANY shall, at its sole option and within a reasonable period of time, repair, replace, or re-perform any work failing to conform to the requirements and specifications of the agreement and/or purchase order. Any replaced parts become the property of COMPANY. If the product is no longer sold by COMPANY, COMPANY will provide an appropriate replacement at its sole discretion. An appropriate replacement constitutes a Product of the same type in the same price range as the original. If you prefer to upgrade to a Product of a higher specification you may request this but COMPANY will then charge you the difference between the price of the like-for-like replacement and the requested replacement Product.

Any Warranty works shall be warranted for one additional year from the date of completion of such repair, correction, replacement or re-performance, but in no event shall such additional warranty extend for more than six (6) months beyond the end of the Warranty Period.

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### How do you lodge a warranty claim?

The afore-mentioned Warranty’s obligations are valid from the date of purchase and subject to:

- a. The submission of a valid proof of purchase (by way of example: original purchase receipt);

- b. COMPANY receiving written notice at the following e-mail address: [warranty@cappellini.it](mailto:warranty@cappellini.it) giving all necessary details and evidences of the alleged non-conformity (such as, by way of examples, photo and video); and
- c. COMPANY receiving reasonable access to the site during normal working hours.

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### DISCLAIMER

THE WARRANTIES AND REMEDIES SET FORTH ABOVE CONSTITUTE THE SOLE WARRANTIES OF COMPANY AND THE CONSUMER’S SOLE REMEDIES IN THE EVENT OF A BREACH OF SUCH WARRANTIES BY COMPANY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES IMPLIED OR OTHERWISE NOT SET OUT IN THIS WARRANTY ARE EXCLUDED INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

COMPANY will be under no liability in contract, tort (including without limitation, negligence, or breach of statutory duty) to otherwise compensate the party eligible to make a warranty claim for:

- a. Any increased profits or expenses;
- b. Any loss of profit, revenue, business, contracts or anticipated savings;
- c. Any loss or expense resulting from a claim by a third party;
- d. Any special, indirect, punitive or liquidated or consequential losses or damages caused by COMPANY’s failure to complete or delay in completing any of its obligations in this Warranty.

The “professional client” (i.e., the natural or legal person who acts in the exercise of his professional activity, or one of its intermediaries) for the Products purchased that shall result as defective, shall refer exclusively to the guarantees provided by applicable laws with related terms and conditions.

For anything not specified, please refer to the applicable law provisions.

Please note that if the Consumer purchases products bearing one of the trademarks owned by COMPANY via a third party reseller, and therefore the order, any order confirmation and the related purchase invoice are not issued by COMPANY, this Warranty shall be enforced directly against that reseller.

Company will not bear the transport costs for interventions covered by this warranty on Products collected personally by Customers and transferred to the Islands or abroad.