

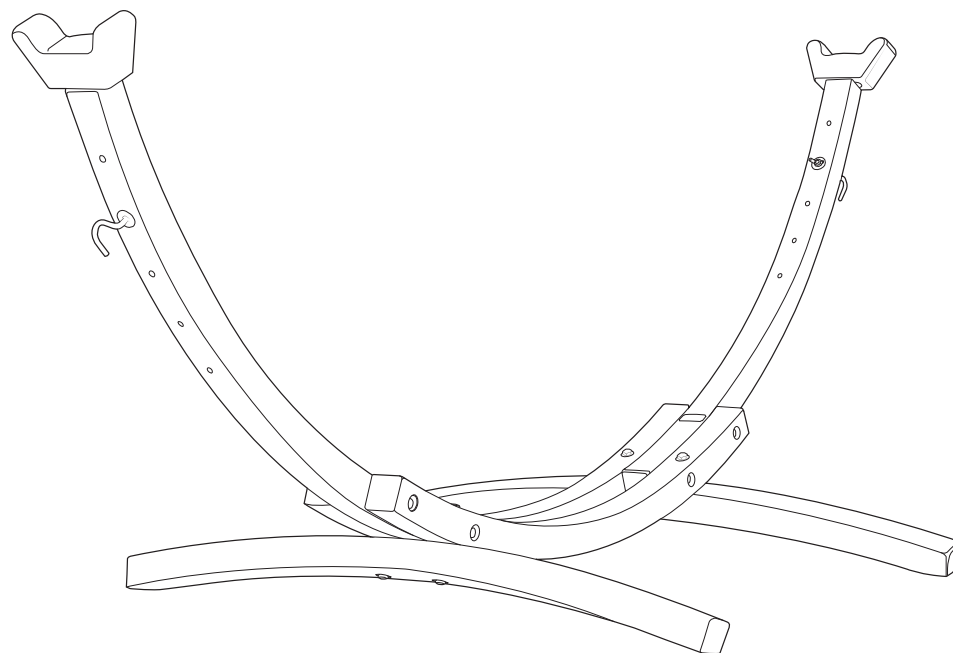


VIVERE®

ASSEMBLY INSTRUCTIONS:
SOLID PINE HAMMOCK STAND

10SPAS-1

IMPORTANT, RETAIN FOR FUTURE REFERENCE: READ CAREFULLY



10SPAS-1.2022.AU.NZ

TERMS AND CONDITIONS

1. The following terms and conditions of sale ("Terms and Conditions") shall govern the sale by Vivere Ltd., ("Vivere") of products (the "Product" or "Products") enclosed with these Terms and Conditions and in accordance with the term hereof, to you (the "Buyer"), which may be made available for sale in certain regions by a regional or national distributor under license with Vivere (the "Distributor" or the "Distributors"). Certain additional terms may accompany the Products and shall apply.

2. Vivere reserves the right to add, delete, or amend these Terms and Conditions without prior written notice at any time, at Vivere's sole discretion. The current version of the Terms and Conditions available at <http://www.vivereltd.com/> warranty shall govern and/or be applicable to any Buyer's warranty claim or otherwise at the time of such warranty claim is commenced by the Buyer.

3. Vivere warrants to the Buyer that only the following Products will be free from defects in materials and workmanship for the period of twelve (12) months from the date of purchase: Hammocks, Hammock Chairs, Hammock Accessories, Outdoor Seating, and Loungers. Defects shall exclude any normal wear and tear of goods; color fade from sunlight, mold, mildew odour; improper use of a Product; reckless or negligent use of a Product; use of a Product by a Buyer or a party with access and use of a Product (a "User") where the Buyer or User, knows or ought to have known that such Product was defective in any manner whatsoever; and any defects caused by modification, improper assembly, disassembly, or abnormal weather conditions or temperature.

Buyer's sole remedy and Vivere's sole obligation for breach of this warranty will be reasonable efforts to correct any non-conformance or, if this cannot be met in Vivere's sole discretion, the Buyer will receive a credit for, or a refund of, the purchase price (the "Limited Warranty"). Instructions and warnings related to the Products are attached.

4. The Limited Warranty shall be void if the Buyer fails to comply with all of the terms set forth in these Terms of Conditions, as well as where a Buyer or User: (1) knows or ought to have known that a Product was defective prior to the use of the Product; (2) uses the Product in a reckless or negligent manner; (3) improperly uses, assembles, disassembles, modifies the Product, or (4) fails to use the Product as directed. This Limited Warranty is the sole warranty offered by Vivere with respect to the Product, subject to these Terms and Conditions. Vivere does not assume any other liability in connection with the sale of the Product. No representative of Vivere is authorized to extend the Limited Warranty or to change it in any manner whatsoever. No warranty applies to any party other than the original Buyer. Any claims under the Limited Warranty may only be made to Vivere or a Distributor, as the case may be, and shall be inapplicable where a Product is returned to the seller where the Product was purchased.

5. VIVERE HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY NATURE, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED BY LAW OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS WARRANTY, THE PRODUCTS OR RESULTS DERIVED THEREFROM, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING ACCURACY, QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE).

6. NOTWITHSTANDING ANYTHING CONTAINED IN THIS WARRANTY TO THE CONTRARY, IN NO EVENT SHALL VIVERE, ITS AFFILIATES AND SUBSIDIARIES, OR DISTRIBUTORS, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OR EMPLOYEES, BE LIABLE TO A BUYER, USER, OR ANY THIRD PARTY WHOSE CLAIM IS RELATED TO THIS WARRANTY, BE LIABLE UNDER ANY THEORY OF TORT, NEGLIGENCE, CONTRACT, OR OTHERWISE: (A) FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY THIS WARRANTY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE APPLICABLE ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) FOR ANY CLAIMS, DAMAGES, COSTS OF ANY NATURE IN EXCESS OF THE FEES PAID FOR THE PRODUCT BY THE BUYER, EXCLUDING ANY SALES TAXES APPLICABLE THERETO, AT THE TIME SUCH PRODUCT WAS PURCHASED. BUYER'S SOLE REMEDY FOR ANY DEFECTIVE PRODUCT WILL BE AS STATED ABOVE.

7. All Products made available by Distributors are sold without any additional warranty from Vivere, but may be accompanied by a Distributor's warranty, as may be provided in any documentation that accompanies the Product. Where a Product is made available by a Distributor, any warranty and technical support provided on a Product is provided by such Distributor, not by Vivere. Any warranties or technical support on Product made available by a Distributor shall be the sole responsibility and obligation of such Distributor and the Buyer shall have no recourse to enforce such warranty as against Vivere.

8. These Terms and Conditions shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without regard to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Law on the Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods are expressly excluded. Subject to Section 6 above, without limiting the foregoing, Buyer and Vivere irrevocably and unconditionally: (a) agree that any suit, action, or other legal proceeding arising out of or relating to these Terms and Conditions must be brought in the Ontario Superior Court of Justice, in the City of Toronto; (b) consents to the exclusive jurisdiction of such court in any such suit, action or proceeding; (c) waives any objection to the laying of the venue of any such suit, action or proceeding in any such courts; and (d) waives any right that it may have to assert the defence of forum non-conveniens in any such suit, action or proceeding.

9. Warranty claims shall be made to:

customerserviceaud@vivereltd.com
Tel.: 61 409 918 108

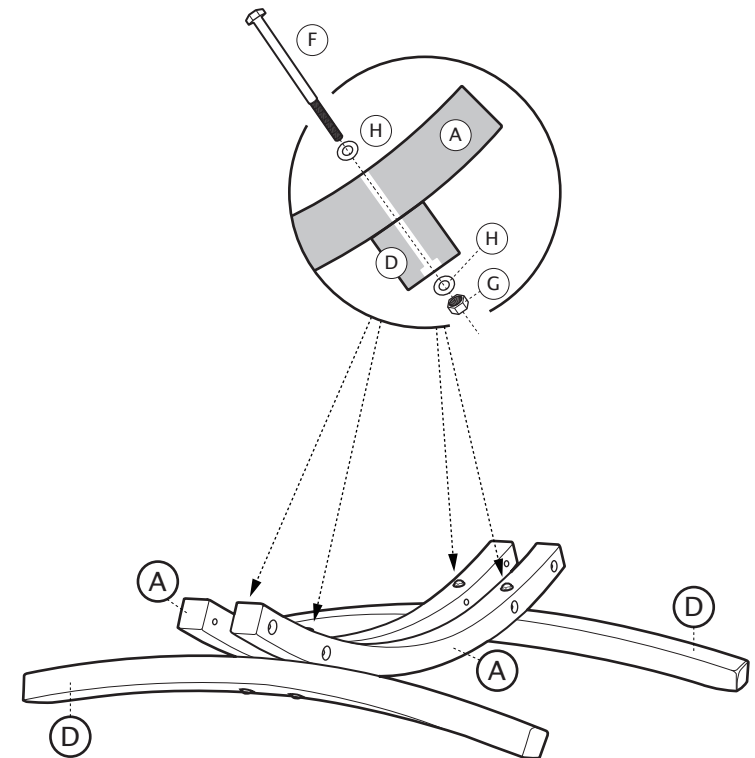


Assembly Video:

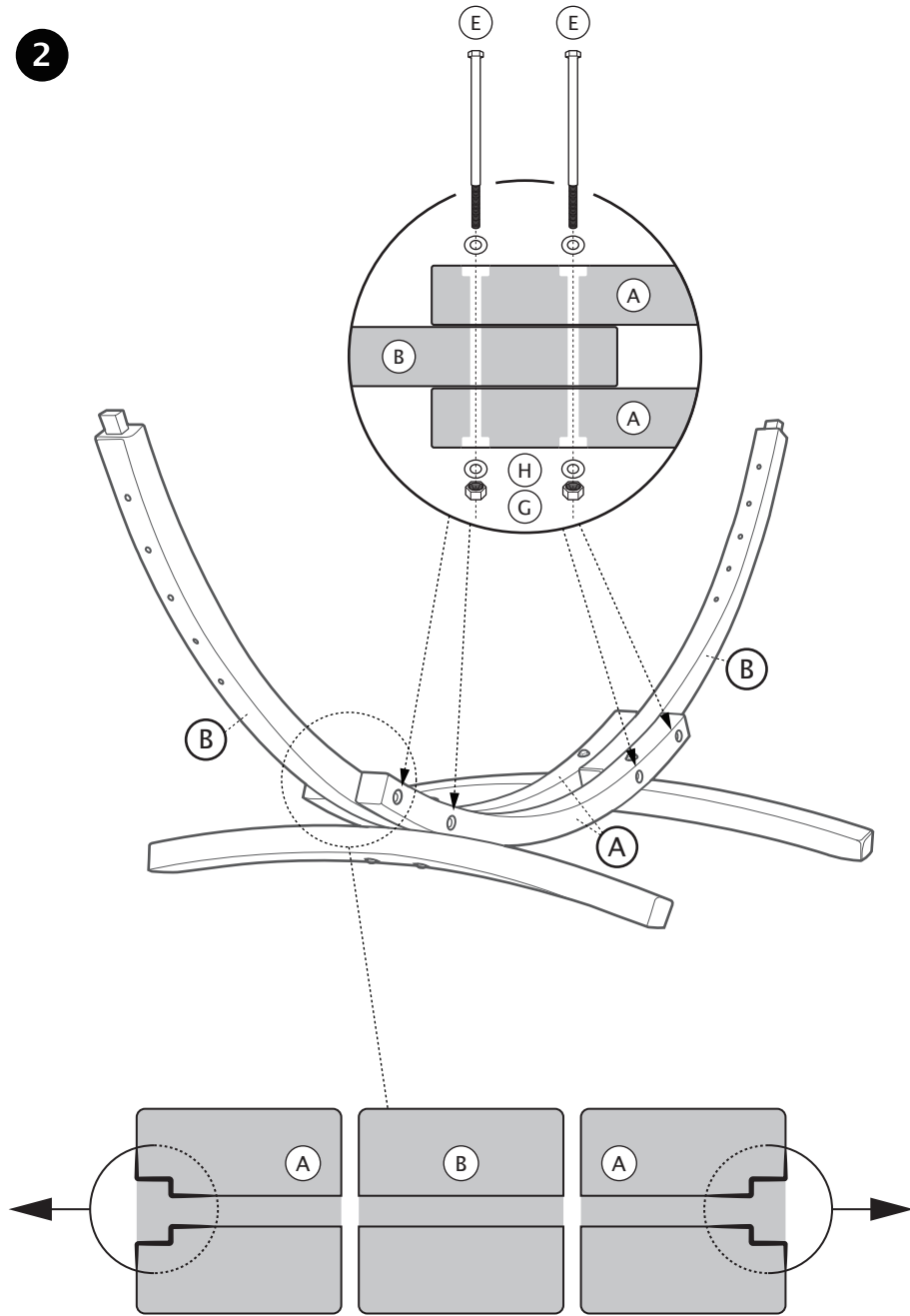
https://www.youtube.com/watch?v=25I_5WV8FtY

Do not tighten bolts until fully assembled.

1

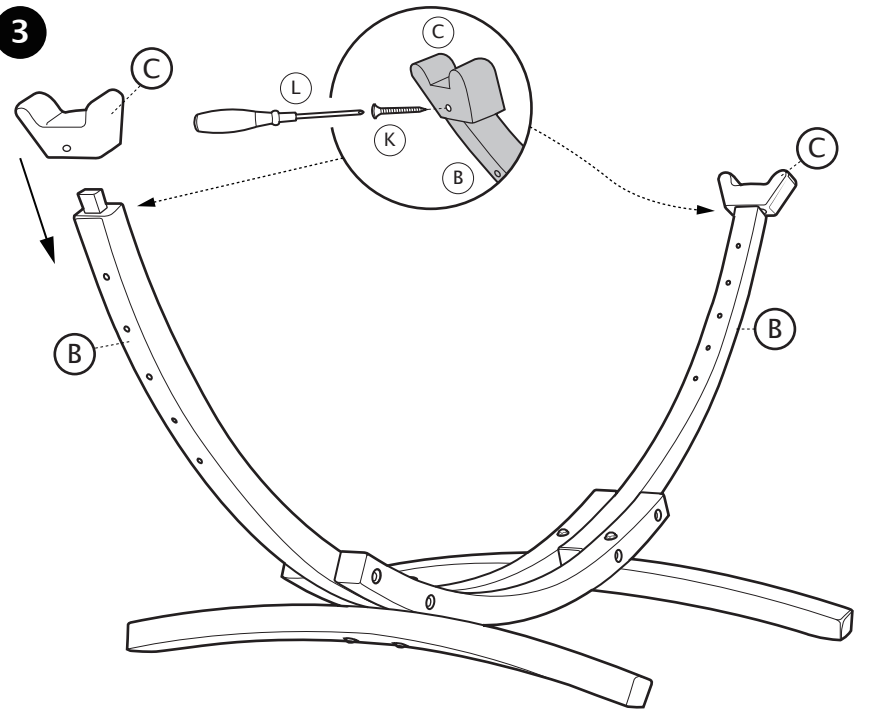


2



Indents must face OUTWARDS

3



4

