

LIMITED CONSUMER WARRANTY

At Massarelli's we don't want to meet our customers' expectations, we want to exceed them. We are confident you will cherish your Massarelli's purchase and our goal is to provide complete customer satisfaction.

What this warranty covers. Massarelli's limited consumer warranty (the "Warranty") extends to all Massarelli's products purchased by consumers and used in a residential setting. Massarelli's warrants that our products are free from defects in materials or workmanship.

How long this warranty lasts. The Warranty lasts for a period of one (1) year from the date of purchase of your Massarelli's product (the "Warranty Period.").

What this warranty *does not* cover. The Warranty applies to the original residential consumer only and does not apply to Massarelli's products in commercial use. The Warranty does not cover non-Massarelli's parts, including but not limited to water pumps and lighting, which are manufactured by third parties. Such parts may be covered by manufacturer warranty from their respective manufacturers; please check your packaging materials. Massarelli's Warranty does not cover damage caused by: (i) accidents; (ii) normal wear and tear, including without limitation hairline cracks, fading or discoloration caused by exposure to seasonal climate conditions; (iii) improper installation or maintenance; (iv) use in an application for which the product was not intended; nor (v) Acts of God. Please consult Massarelli's or a Massarelli's authorized dealer for tips on how to properly maintain and care for your Massarelli's product. Please note that Massarelli's artists make and finish each piece by hand, so each is a unique original. Because every piece is hand-crafted, and because we photograph our products in different settings with various lighting, the actual color, shape, size, and texture may vary from those shown on-line or in our catalog. Such variations are not a defect, and not covered under warranty.

How to obtain warranty assistance. To make a claim under this Warranty, you must present your original receipt of sale and photos of the claimed defect in materials or workmanship to the dealer from whom you purchased your Massarelli's product. For customers who purchased directly from Massarelli's, you must present your original receipt of sale and photos of the claimed defect in materials or workmanship to Massarelli's:

MASSARELLI'S

ATTN: Sales/Warranty Department sales@massarelli.com 500 South Egg Harbor Road Hammonton, NJ 08037

Upon receiving your claim under this Warranty, Massarelli's and/or its authorized dealer will as promptly as possible review your claim and determine whether or not it is valid.

What Massarelli's will provide. If upon receiving a claim under this Warranty within the Warranty Period, Massarelli's determines that a material or workmanship defect exists, Massarelli's will, free of charge, repair the product using new or refurbished parts or, at our discretion, replace the product with a new or refurbished product. If



(Limited Consumer Warranty cont.)

replacement is required, and your original product is no longer available, Massarelli's will replace it with a similar product of equal value. Please note that freight charges incurred in the course of making a claim under this Warranty are the responsibility of the consumer.

Notice. This Warranty is in place of all other express warranties. The duration of any implied warranty, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose, is expressly limited to the period of this Warranty. In no event shall Massarelli's be liable for consequential or incidental damages under this Warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This Warranty gives you specific legal rights and you may have other rights that vary from state to state.