

Limited Warranty & Terms of Sale

OUR PROMISE

At NunoErin, we always use high-quality materials and excellent craftsmanship to create well-designed and engineered products. We stand by our products. If something goes wrong with one of our products, we will do our best to help solve the problem, consistent with our Limited Warranty and Terms of Sale.

REVIEWING THIS DOCUMENT

Please review this document carefully and contact us if there is anything you don't understand before you process an order. By processing an order for a product, you agree that you have read and understood the complete terms and conditions of this Limited Warranty and Terms of Sale

This document contains collapsible content to aid legibility. Please ensure all text is expanded prior to printing.

LIMITED WARRANTY

All NunoErin products are warranted to be free of defects in material and workmanship for two years from the date of shipment under normal use and service, subject to the following exclusions and limitations.

Since we do not install our products, our Limited Warranty applies only if our product is installed in accordance with our Installation Guidelines, not altered or modified in any way, and properly used and maintained. Please be sure that your installer follows our installation guidelines because failing to do so can void this warranty. Our warranty does not cover the cost of labor for removing and replacing a Product. Table legs, supports, seating, and décor are supplied by other companies and are not covered by this Limited Warranty.

No one other than the President of NunoErin, LLC, in writing, is authorized to change any of the terms of this Limited Warranty.

Entity covered by the warranty

- This Limited Warranty extends only to the customer named on the Purchase Order and is not transferrable.
- This Limited Warranty cannot be changed by any statement on a Purchase Order.
- The Limited Warranty extends only to the original customer and the Limited Warranty and Terms of Sale may not be assigned or transferred (including by operation of law) without the prior, written consent of NunoErin. Any unauthorized transfer or assignment shall be null and void.

Warranty exclusions

Ancillary costs

This Limited Warranty does not cover the following costs:

- Shipping
- Applicable taxes
- Any indirect costs, including but not limited to costs of disassembly, removal, or reinstallation
- Damage to other property

Product issues not related to defects in material and workmanship

This Limited Warranty does not cover the following product issues because they are not related to defects in material and workmanship:

- Stress cracks, scratches, breaks, fractures, or operating difficulties resulting from improper installation, improper cleaning, accident, abusive handling or misuse, localized application of heat, excessive vibration, movement of buildings or foundations, natural disaster, events of fire or other casualty, or other abnormal physical stress

- Exposure of electrical components (including, without limitation, power supply modules) to water, or damage resulting from power surges or electrical loads which exceed the Product specifications
- Any product not installed in a good, workmanlike manner or any damage caused by installing and/or operating the product outside the permitted or intended uses described in the Installation Guidelines
- Any installation where the loading applied to the product could be expected to exceed the structural performance rating of the product
- Failures or operating difficulties due to accident, abuse, misuse, alteration, misapplication, faulty building construction or design, structural settlement, movement, or vibration, improper or insufficient handling or storage, and lack of regular or proper maintenance, cleaning or service
- Any use of the product in an outdoor (exterior) installation/setting; any use or installation in a high-humidity environment or failures or operating difficulties caused by exposure to environmental conditions, including without limitation, abnormal wind, ultraviolet radiation or heat
- Any installation of the product in an orientation (e.g. horizontal or vertical) that is not prescribed by the Installation Guidelines
- Any product that has been physically altered or removed and reinstalled, i.e. the product must be as originally installed in the customer's premises
- Any product that has been modified or tampered in with in any way, including, but not limited to, any product that has had film, screens, plastics or glass applied to the surface of a product
- Labor costs of removing and replacing defective product or other materials provided under this Limited Warranty
- Any damage which is attributable, in whole or in part, to events of vandalism, acts of nature, or any other cause beyond NunoErin's control
- Any damage caused by service performed by anyone who is not an authorized representative or service provider of NunoErin
- Any damage that it is not a Product defect, but which is attributable to "self-testing" or any other stress or testing outside of NunoErin's factory-controlled testing (or other testing approved, in advance, in writing)
- Any cosmetic damage including, but not limited to, scratches, dents, or natural discoloration with age and/or use
- Damage caused by use with non-NunoErin products
- Products that have not been paid for in full

3rd Party responsibilities

NunoErin is not responsible for installation, finishing, care, or maintenance, of products and this Limited Warranty does not cover any damage caused by those activities.

Our issue resolution process

In the unlikely event that your product becomes defective during the warranty period, we will endeavor to troubleshoot the issue over a phone or video call. If the issue cannot be resolved without repair or replacement of part or all of the product, NunoErin will, at NunoErin's discretion:

- Provide replacement parts and remotely guide you through the repair process;
- Hire a local contractor to perform the repair onsite; or
- Request that the product be shipped to NunoErin for repair and replacement with either a new or refurbished unit.
- NunoErin will cover shipping costs for delivery of any replacement units provided under this Limited Warranty. If a replacement product is provided, it will be covered for the remainder of the one-year-from-shipping Limited Warranty period applicable to the product it replaces. NunoErin may also choose, at its sole discretion, to refund the original price of the defective product in lieu of replacement or repair.
- To submit a warranty claim, please complete call Kevin Laird 601.944.0023 or email support@nunoerin.com.

Claims and additional legal information

If NunoErin is subjected to a third-party claim of loss or damage resulting from the installation or maintenance of its products, the customer shall indemnify, defend, and hold NunoErin harmless from the claim.

NUNOERIN IS PROVIDING THIS WARRANTY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NUNOERIN DISCLAIMS ALL LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. Liability arising out of, or relating to the use, or inability to use the product or otherwise in connection with the product, is limited to the amount actually paid by the purchaser. Some jurisdictions do not allow limitations of how long an implied warranty lasts or the exclusion or limitation of such damages, so these limitations and exclusions may not apply to you. This warranty gives the purchaser specific legal rights. You may also have other rights that vary from jurisdiction to jurisdiction.

TERMS & CONDITIONS OF SALE

All payments shall be in United States dollars and payment for the goods shall be due in full upon placing order for goods. The customer is solely responsible for paying taxes related to the sale.

Once a purchase order is signed, the customer may not cancel for convenience except with NunoErin's written consent, on terms that will compensate NunoErin for its costs related to the canceled order, plus a reasonable amount for profit.

Title to the product and risk of loss or damage shall pass to the customer at the f.o.b. point of shipment.

The customer shall be solely responsible for the implementation, configuration, and operation of the product(s), including but not limited to, all costs and expenses in obtaining and preparing the site and any hardware and electricity necessary for the goods with adequately trained individuals.

Shipping, product inspection, and shipping damages

- NunoErin will select the method of transportation and route; terms are f.o.b., point of shipment. All shipping costs shall be at the expense of the customer.
- NunoErin shall not be responsible for damage to the product(s) after having received "in good order" receipts from the carrier. The customer shall inspect the goods within five business days after delivery. Failure to inspect the product(s) and failure to notify NunoErin in writing of any noncompliance, shortage, or other reason for rejecting the product(s), along with the specific grounds for rejection, within five days shall constitute irrevocable acceptance of the product(s).

Customer's responsibilities for postponing a shipment

If the customer needs to postpone shipping, the customer must give NunoErin written notice at least 30 days prior to the original scheduled shipping date. NunoErin is entitled to charge the Customer for storage of products postponed for more than 30 days.

Additional legal information

- In the event of any disagreement or dispute between NunoErin and the customer relating to the limited warranty and terms of sale or any NunoErin product or any dealings between NunoErin and the customer, or any claims under state or federal law, the parties shall submit such disagreement or dispute to binding arbitration pursuant to the rules of the American arbitration association or another similar association or service mutually agreeable to the parties. The arbitration shall be conducted in Jackson, MS and judgment upon the award rendered pursuant to such proceeding may be entered in any court having jurisdiction.
- Customer agrees that NunoErin shall not be liable for any losses or damage resulting from causes beyond the reasonable control of NunoErin.
- If any of the provisions of these Terms of Sale shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining provisions of these Terms of Sale shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith enforceable substitute provisions which most nearly effect the parties' intent in entering into these Terms of Sale.

- These Terms of Sale shall be construed in accordance with the laws of the United States and of the State of Mississippi, applicable to contracts entered into and solely performed therein, without regard to that body of law pertaining to conflicts of law, and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods. Except as necessary by NunoErin to obtain injunctive relief and subject to the arbitration provision set forth above, the customer irrevocably submits to the exclusive jurisdiction of the state and federal courts in the state of Mississippi and irrevocably waives all defenses relating to this jurisdiction.
- No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- Nothing expressed or implied in these Terms of Sale is intended, or shall be construed, to confer upon or give any party other than the parties hereto and their respective corporate affiliates, executors, heirs, representatives, administrators, successors and assigns, any rights or remedies under or by reason of these Terms of Sale.
- The customer agrees to allow NunoErin to use the customer's name, logo, and a brief description of the customer's business operations in marketing and public relations' materials such as press releases, advertising, printed collateral, and/or website copy. NunoErin is hereby allowed to refer to the customer as a customer of NunoErin.
- These Terms of Sale constitute the entire agreement of the parties, superseding and extinguishing all prior agreements or understandings, representations or warranties, relating to the subject matter. These Terms of Sale may not be modified except by written agreement specifically referring to these Terms of Sale signed by the parties hereto. The customer represents and acknowledges that, in entering into these Terms of Sale, it did not rely on any representations or warranties other than those explicitly set forth in these Terms of Sale. Customer hereby agrees that any varying or additional terms contained in any purchase order or other written notification or document issued by customer in relation to goods purchase hereunder shall be of no force or effect.