

## Formal Certificate of Express Limited Warranty

This is a legal agreement (“Agreement”) between Lostine and the primary user identified below, whether you are an individual, a legal entity or the company or corporation you are employed by or work for.

### Details of Limited 1-Year Warranty

- A. Lostine offers a limited warranty of one (1) year.
- B. All Products are deemed in good condition and error free when purchased unless, within two (2) calendar days of Product delivery or pick up to the shipping address on record, the Client reports a material Defect or Order Error via email to the Client’s assigned Lostine Salesperson or Lostine Sales Team (shopkeeper@lostine.com).
- C. Client or its agent should inspect all deliveries immediately upon delivery or pick up and should make note of any damage to boxes when signing for Product Deliveries. No replacements or refunds will be given for Products moved or re-shipped after delivery to the shipping address on record. Defective Products and Products delivered in error may be returned to Lostine only after only after a Return Request has been approved.
- D. The Lostine Customer Service Team will arrange for pickup of affected Products.. If Lostine determines that such Returned Product(s) was delivered in error, Lostine will correct such error and re-deliver the product ordered to the Client. “Defects” are defined as imperfection in material or workmanship that will impair the use of the products.
- E. If after inspection any such Returned Product is determined by Lostine to qualify for this repair or replacement policy, Lostine will, at Lostine’s option, repair or replace the Product free of charge and will re-ship, re-deliver, or make the products available for pick up in the same manner as the original order.
- F. This repair or replacement policy is limited to Client (and not any third-party user or purchaser) and is conditioned on Client providing a valid proof of purchase. This repair or replacement policy does not cover:
  - (i) Defects caused by improper product storage, handling, assembly, installation, maintenance or use.
  - (ii) Defects occurring to the Products after purchase due to Product modification, intentional damage, accident, misuse, abuse or negligence.
  - (iii) Any condition resulting from incorrect or inadequate maintenance, cleaning or care, rental, contract trade or commercial use.



- (iv) Normal Product wear and tear due to age and/or use.
- (v) Labor or assembly costs.
- (vi) Variations of color or texture in Products made of natural materials (e.g., wood, leather etc).
- (vii) Any condition resulting from / other than ordinary residential wear or from any use for which the product was not designed. (viii) Dissatisfaction due to buyer's remorse.

## **C. PLEASE REVIEW CAREFULLY**

The above repair or replacement policy is the Client's sole and exclusive remedy and sets forth Lostine's sole obligation to Client regarding the Products. Lostine disclaims any and all assurances (whether express, implied, statutory or otherwise) relating to the products provided by Lostine, including, but not limited to, any implied assurances of merchantability, fitness for a particular use or purpose (even if the particular use or purpose is disclosed to Lostine in advance), or noninfringement and any assurances that may arise from course of dealing, course of performance or usage in trade.

## **D. USE OF PRODUCTS WAIVED FOR COMMERCIAL USE**

Lostine can supply Products for Client's Commercial Use (e.g., use in hotels, restaurants, bars, commercial ancillary spaces, public indoor and outdoor amenity spaces) provided that the Client disclose to Lostine in sufficient detail, Client's intended, anticipated and foreseeable use of the Products ("Intended Use"). If Lostine determines, in its sole discretion, that the Products desired by Client are not suitable for the Intended Use and Client nevertheless purchases the desired Products, Client acknowledges that any warranty is null and void. In this case, this Commercial Use Waiver confirms that Lostine has advised Client that it does not recommend use of the Products in a commercial setting.

The Client acknowledges and agrees that Lostine cannot represent and does not represent that the Products are suitable for Commercial Use without written documentation.

Client accepts and assumes the risk of all property damage, personal injury or death resulting from the Commercial Use or misuse of the Products by itself and any third parties, including, but not limited to: losses, liabilities, demands, penalties, judgments, damages, costs and expenses resulting from all claims, demands,



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actions, and other proceedings brought by or on behalf of itself or any third party. In no event shall Lostine be liable for any incidental, consequential, special, punitive and/or indirect damages, or for any loss of business, sales or profits, arising from or related to the Products or these terms, whether in contract, tort, negligence or any other legal or equitable theory, even if advised of the possibility of such damages or loss. Lostine's liability to Client for any reason shall not exceed the purchase price of the Products giving rise to the foregoing liability.

