

Turismo Racing Warranty (US/CA/EU/UK/AU)

Effective as of April 02 2020

Limited Warranty

This Limited Warranty does not override your statutory rights that cannot be waived or limited by contract. Consumers are free to make a warranty claim under this Limited Warranty. They may also exercise their statutory consumer rights.

Note: This Limited Warranty is valid only for chairs that you bought through authorized channels (**Products**). Our authorized channels are (a) the websites **turismoracing.com**, and all Turismo Racing sites around the world that are associated with it; and (b) any store registered in the name of a Turismo Racing entity on online marketplaces (together, the Stores). Regretfully, we can't determine the authenticity or original condition of products sold through other channels. Hence, we can't provide warranty service for those products.

a. What our limited warranty covers

We warrant the following:

- The Product you bought will match the descriptions we gave you when you contacted us, or through our Stores;
- The quality of the Product will be reasonably satisfactory; and
- The Product will fit your particular purpose if we promised that the Product would meet a need you told us about, based on our records.

Turismo Racing Warranty (US/CA/EU/UK/AU)

Your warranty will be valid for the following duration:

Product	Warranty Period
Turismo Racing Series Desks and Chairs	1 year
Turismo Racing Series Desks and Chairs registered under the Extended Warranty Program at turismoracing.com/pages/redeem	5 years
All others	30 days

Our warranty starts from the date you received your Product. Your date of receipt will be the date shown on our delivery records for your order.

We will repair or replace all defective Products. In the event we can't fix a warranty failure, we will reimburse you the purchase price that you paid, less the amount directly attributable to your use before the non-conformance was discovered. We may also accept your request for a partial refund as far as justified by the reduced value of the unrepaired Product if you opt to keep it.

EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY, TURISMO RACING EXCLUDES ALL EXPRESS AND IMPLIED WARRANTIES UNDER ANY FEDERAL, STATE OR NATIONAL LEGISLATION GOVERNING THE SALE OF CONSUMER GOODS. HOWEVER, TURISMO RACING DOES NOT DISCLAIM ANY STATUTORY GUARANTEE THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT UNDER THE LAWS.

b. What our limited warranty does not cover

Turismo Racing's warranty commitments do not cover claims resulting from:

- minor deviations of the Products from images posted in the Stores or due to naturally occurring variations in the materials used or manual assembly of Products;
- improper assembly or use or site or environmental conditions;
- use in anything other than a domestic or private setting;
- contact with excessive moisture (including, without limitation, due to conditions such as hyperhidrosis);

Turismo Racing Warranty (US/CA/EU/UK/AU)

- modifications or failure to follow the recommended aftercare instructions; or
- abuse, negligence, accident, fire or water damage, transportation by the customer, or other causes beyond our control.

Please follow the [Assembly Guide](#) to avoid voiding the Limited Warranty.

These instructions were included in your Product packaging.

c. How to make a warranty claim

Please submit your warranty service claims within **14 days of noticing the defect**. If you have not registered your Product with us, you must provide your order number to validate your warranty. Submit your claims through our ~~online contact form~~ or by writing to us at support@turismoracing.zohodesk.com to ensure proper handling. You must provide us with a clear picture of the alleged defect. If you refuse to send us the picture we need to process your claim, we may assume that you have abandoned your claim or that it is invalid.

Turismo Racing's warranty service enables you to service your own Product. For defects in faulty parts, we will ship the replacement parts to you **free of charge**, and provide you with the necessary installation or assembly instructions. You may replace the parts by yourself or through a third party, but we won't be responsible for any labor costs due to the replacement.

Replacements will consist of new items and/or already used items that are in new condition in terms of performance and reliability. However, replacements may vary in looks from what you bought. Replacement items will be warranted until the end of the warranty period for the originals which they replaced or 30 days from the date you receive the replacement items, whichever is later.

We may need you to ship back faulty parts to us. If so, we will arrange to pick up the defective parts from you at our own cost.

Should you require us to repair or replace an item that is out of warranty, you will pay for all the costs of repair and replacement. Examples of these costs include handling, transport, packaging and shipment charges and customs duty.

d. Limitation on transferability of warranties

Turismo Racing Warranty (US/CA/EU/UK/AU)

The Turismo Racing Limited Warranty applies to the original purchaser only. All subsequent owners of the Turismo Racing Product acquire it "as is". Any attempt to transfer any warranty in violation of this paragraph will void the warranty.

If you have questions about the transferability of your warranty, please contact Turismo Racing at support@turismoracing.zohodesk.com.

e. Limitations of our liability to you

WE ARE RESPONSIBLE ONLY FOR THE ACTUAL AND DIRECT DAMAGES YOU SUCCESSFULLY PROVE IN COURT TO HAVE RESULTED FROM YOUR PURCHASE OF THE PRODUCTS. IN NO EVENT WILL OUR LIABILITY TOWARDS YOU EXCEED THE PRICE YOU PAID FOR THE PRODUCTS.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for:

- fraud or fraudulent misrepresentation;
 - willful misconduct or gross negligence; and
 - consumer protection that is mandated by statute and cannot be waived or limited by contract, including willful injury to person or property pursuant to any mandatory law on product liability.
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f. Other important terms

The laws of the country in which the product purchase took place governs all adversarial proceedings between you and Turismo Racing concerning this Limited Warranty.

For purchases made by consumers in Australian: The rights described in this warranty are in addition to the statutory rights to which you may be entitled under the Competition and Consumer Act 2010 and other Australian consumer protection laws and regulations. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Turismo Racing Warranty (US/CA/EU/UK/AU)

For purchases made by consumers in Canada: Residents of Quebec are governed by that province's consumer protection legislation. In Quebec, our goods come with guarantees that cannot be excluded, including the guarantee that they must be usable for normal use (section 37 of the Act) and for a reasonable length of time (section 38 of the Act).

For purchases made by consumers in France: The rights described in this warranty are in addition to the statutory rights to which you may be entitled under Articles L.211-4 *et seq.* and Articles 1641 *et seq.* of the French Civil Code and other applicable French consumer protection laws and regulations. In accordance with French consumer protection laws, the burden of proving that a claimed defect did not exist at the time of delivery lies with Turismo Racing for two years from the time of delivery. If the repair of the product takes 7 days or more, the remaining warranty period will be increased by the time needed for the repair. Repaired or replacement products or parts do not benefit from a new warranty and the warranty rights of the original product remain applicable.

For purchases made by consumers in Germany: The rights described in this warranty are in addition to the statutory rights to which you may be entitled under §§. 434 ff. and 474 ff. of the German Civil Code (BGB). In accordance with German consumer protection laws, defects in goods or deviations from the sales contract are deemed to exist at the time of the delivery if they become known within 6 months after product delivery. Thereafter, you must establish that defects or deviations from the sales contract existed at the time of the delivery before you may assert your rights under German consumer protection laws.

For purchases made by consumers in Italy: The rights described in this warranty are in addition to the statutory rights to which you may be entitled under the Italian Consumer Code (Law No. 206 of 2005). In accordance with Italian consumer protection laws, defects in goods or deviations from the sales contract are deemed to exist at the time of the delivery if they become known within 6 months after product delivery. Thereafter, you must establish that defects or deviations from the sales contract existed at the time of the delivery before you may assert your rights under Italian consumer protection laws. Repaired or replaced products are not covered by a new warranty.

For purchases made by consumers in the United Kingdom and Ireland: If a product is defective consumers may, in addition to any other rights which they may have under consumer law in the UK and Ireland, avail themselves of the rights contained in: *for products purchased in Ireland:* the Sale of Goods Act, 1893 (in particular Sections 12, 13, 14 and 15), the Sale of Goods and Supply of Services Act, 1980 and the European Communities (Certain Aspects of the Sale of Consumer Goods and Associated Guarantees) Regulations 2003 (S.I. No. 11/2003); *for products purchased in the UK:* the Sale of Goods Act 1979 (in particular Section 12), the Supply of Goods and Services Act 1982 (in particular Section 2) and the Sale and Supply of Goods to Consumers Regulations 2002.

Turismo Racing Warranty (US/CA/EU/UK/AU)

For purchases made by consumers in Spain: The rights described in this warranty are in addition to the statutory rights to which you may be entitled under Law 1/2007 on Consumer's and User's Rights. In accordance with Spanish consumer protection laws, defects in goods or deviations from the sales contract are deemed to exist at the time of the delivery if they become known within 6 months after product delivery. Thereafter, you must establish that defects or deviations from the sales contract existed at the time of the delivery before you may assert your rights under Spanish consumer protection laws. Where replacement parts are delivered for self-installation or self-assembly, the replacement parts are warranted for 2 years from their date of delivery – the warranty period for the rest of the chair components will not be extended.