



## Residential Furniture Warranties

Vivet Inc., the parent company, manufacturer and distributor of Caracole® products (the "Company"), warrants its case goods and upholstered furniture products to be reasonably free from defects in materials and workmanship as set forth below and as may be more specifically set forth in the manufacturer's warranty information accompanying each of the Company's products. The Company only warrants its products when purchased from an authorized dealer. The Company's warranties are limited as set forth on the manufacturer's warranty information accompanying each product and as described below.

### **WARRANTY LIMITATIONS AND EXCLUSIONS**

Any and all implied warranties, including warranties of merchantability and fitness for a particular purpose, are limited to the duration of the express warranty applicable to the particular product, and to the particular portion or part of the product in question. The warranty set forth is exclusive and in lieu of all others, oral or written, express or implied. In no event will the company be liable for any damages, including incidental or consequential damages, arising out of the use of, or inability to use, a product.

Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply in such jurisdictions but shall otherwise apply in all such instances where permitted by law.

No other express warranty has been made or will be made on behalf of the company with respect to the furniture and its parts, or the operation, repair, or replacement of the furniture and its parts. Furthermore, no representative of the company or its dealers is authorized to make any changes to the limited warranties.

1. The warranty is void if the Company's product is modified or altered in any way after shipment by the Company.
2. The warranty is void if any aftermarket protective treatments are applied to the Company's product after the original factory packaging has been opened. Re-upholstering the product frames voids all warranties due to the possibility that the internal structure could be compromised during the recovering process. Natural variations in color, texture, physical distressing and other inherent features of manufactured wood furniture, as well as components characteristics, are not considered defects.
3. The Company reserves the right to modify a product from its original form displayed on showroom floors or in catalogs. Such modifications are not considered defects under the warranty.
4. The warranty applies under conditions of normal residential usage. It does not apply to defects or damage resulting from negligence, abuse or misuse – including but not limited to inadequate or improper maintenance, exposure to water, salt air, chemicals, accidents, any use for which the product was not designed, or commercial use (including rental, business, commercial, institutional or any non-residential use), nor does it cover ordinary wear-and-tear.
5. Because of the natural materials used in the manufacturing process, and the fact that the Company's products are generally handmade, minor variations will occur from piece to piece. These are not considered defects under the warranty.
6. Stone and marble contain vein-lines, hairline fissures, pores and color variations that are natural characteristics and are not considered defects under the warranty. Because stone is porous, spills allowed to seep in may not be removable. Use coasters or a tablecloth to protect from spills or sweat rings. Wipe any spills immediately.
7. Full-grain leather is a natural product. The wrinkles, skin folds and scars are authentic and a natural part of the leather. These characteristics enhance the beauty and quality of the hides and are not considered defects. For daily dustings, use dry, clean, cotton cloths.
8. Sunlight will cause wood, finishing materials, and fabrics to change color – these changes are not considered defects under the warranty.
9. Extremes in temperature and humidity can cause both wood and finishing materials to shrink, swell, warp, split, and glue seams to fail. These conditions are not considered defects under this warranty.
10. Rubber lamp bases, lamp cords and some types of plastic materials may soften and injure the finish if left in direct contact with the furniture for an extended period of time. Such damage is not considered a defect under the warranty. To avoid this, place a piece of felt or leather under these materials where they contact the furniture.
11. Direct contact with petrochemical products, (nail polish remover, alcohol, etc.) will damage the finish – such damage is not considered a defect under the warranty. Wipe up any spills or dampness on your furniture immediately. Use a clean cloth and wipe with the grain of the wood. First, wipe with a soft cloth dipped in a mild soap and water solution and wrung out; wipe again with a second clean cloth; then dry thoroughly with a third cloth.
12. Woven materials, including but not limited to wicker, sea grass, and other similar materials, are comprised of individual strands that can move causing unfinished areas to show under the strands or the finish to slightly peel where it bridges between strands. These characteristics are not considered defects under the warranty. Clean the frames of your natural fiber furniture by dusting or vacuuming; sponge spills with mild soap and water, rinse and wipe dry.
13. The Company's products are not designed for outdoor use. There may be images in catalogs that display items in an outdoor setting. This is for display purposes only and not an indication that the product is suitable for outdoor use. Damage due to exposure to outdoor elements is not considered a defect under the warranty.
14. Neither this nor any other warranty, express or implied, is offered by the Company for any electrical devices, including but not limited to lighting fixtures, surge protectors, or computer, electronic or multi-media management devices that may be included with a product.
15. The Company strives to provide an accurate representation of the finishes, fabrics, and materials displayed in its catalogs and on our website; however, due to changes in lighting and a wide variety of resolution qualities on different computer monitors and printers, some color variation is possible. To determine the exact color of a finish, fabric or material, we suggest that you contact the dealer or the Company for a sample.
16. This warranty does not cover floor samples or other products designated "as is" or "final sale" at time of purchase.

### **CASE GOODS LIMITED WARRANTY**

#### ***Case Goods – Limited One (1) Year Warranty***

Subject to the limitations and exclusions described herein, the Company warrants its products to be reasonably free from defects in material and workmanship for a term of one (1) year from the date of purchase from an authorized dealer by the original purchaser.

- **Finish Information:** The Company's products are offered in a variety of finishes. Each piece is finished by hand and involves a variety of steps. While we strive to replicate each finish to a standard, each piece will be truly unique due to the individual attention each order receives. This is a result of the varying application techniques that are hand crafted. Other variations in wood such as species, grain and color have their own impact of the final look of your finished frame. Because the finishing process is completed on demand, it is preferable to finish at the same time to match a finish between pieces. Striping or accenting is available on certain items. This is a labor-intensive manual process, and the look will vary from piece to piece.
- **Silver Leaf** application is by hand and can contain some slight wrinkling and variations. These conditions are not considered defects.

### **UPHOLSTERED PRODUCTS LIMITED WARRANTY**

#### ***Frame – Limited Five (5) Year Warranty***

Subject to the limitations and exclusions described herein, the upholstery frame is warranted by the Company against defects in materials and workmanship for a period of five (5) years from the date of purchase from an authorized dealer by the original purchaser, as long as it remains upholstered in the original fabric or leather, and is used under normal conditions.

**Spring System – Limited Three (3) Year Warranty**

Subject to the limitations and exclusions described herein, the spring system in the upholstery frame is warranted by the Company against defects in materials and workmanship for a period of three (3) years from the date of purchase from an authorized dealer by the original purchaser, as long as it remains upholstered in the original fabric or leather and is used under normal conditions.

**Cushions – Limited One (1) Year Warranty**

The Company uses premium high-resiliency cushioning materials in its four types of cushion construction. These include a very structured standard poly-fiber cushion; high-feather content with a soft relaxed down cushion; medium-feather content with a relaxed top and more structured cushion, and a spring down cushion with a structured feather top and inner coil spring support. Subject to the limitations and exclusions described herein, cushions are warranted by the Company against the abnormal loss of resiliency for a period of one (1) year from the date of purchase from an authorized dealer by the original purchaser, as long as the cushion is used under normal conditions. Abnormal wear and loss of resiliency should not be confused with flattening of the foam, feathers, and fibers, which are considered normal wear and are not considered defects under this warranty.

**Fabric and Leather – Limited One (1) Year Warranty**

Subject to the limitations and exclusions described herein, fabric and leather coverings, (excluding customer's own material), are warranted by the Company to be reasonably free of manufacturing defects for a period of one (1) year from the date of purchase from an authorized dealer by the original purchaser against seam slippage, mis-weaves, breakdown, shrinkage, loss of nap, and dye transfer as long as the upholstered furniture is used under normal conditions.

- **Pile Fabrics** consist of velvets and chenille's. Irregular surface appearance is normal and should not be considered faulty or defective. Pile distortion may occur when the fabric is flattened or crushed, altering and amplifying the angle of light reflection and resulting in a more dramatic contrast between light and dark on the fabric surface. Due to the nature of how velvets are woven and cut, expect some pile crushing as well as matting when selecting this type of fabric.
- **Dye-lot Variations** in color will occur not only between rolls, but often within the roll itself. A commercial match refers to a dye-lot variation that is considered acceptable to a production standard. Thus, a 10% shade variation is acceptable. Shade variations can also be expected in leathers, not only between individual hides, but on the individual hide itself.

**WARRANTY CLAIMS PROCEDURE**

1. All claims that a Company product fails to comply with an express limited warranty described above (a "warranty claim") must be communicated by the customer to the authorized dealer from which the product was purchased. The dealer then will collect the warranty claim information outlined in this procedure and submit the warranty claim to the Company for resolution. In the event the dealer from which the product was purchased is inaccessible, a customer may submit the required warranty claim information directly to the Company by email to [claims@vivet.com](mailto:claims@vivet.com). Claims originating outside the continental United States and not submitted through an authorized dealer may be submitted by email to [intlclaims@vivet.com](mailto:intlclaims@vivet.com). Alternatively, a warranty claim may be submitted by a customer by mailing the required supporting information to Claims Department, Vivet Inc., 1150 Pleasant Ridge Road, Suite A, Greensboro, NC 27409.
2. All warranty claims must be accompanied by the following information (which is itemized on a warranty claim form provided by the dealer):
  - a. customer's name and address;
  - b. a copy of the dealer's sales invoice;
  - c. copies of manufacturer's QC label and production/SKU label;
  - d. brief description of the defect or damage;
  - e. a photograph (or if more appropriate, a video) of the defect or damage and, if relevant, a photograph of the shipping carton.
3. The Company shall determine in its sole discretion whether to allow or deny a warranty claim. Any warranty claims not accompanied by the required supporting information may be denied for failure to provide the required background information.
4. If a warranty claim is allowed, the Company in its sole discretion will decide whether to replace or repair the product.
5. If the product will be repaired, repair instructions along with necessary parts will be shipped to the dealer and the dealer or a qualified third party will undertake the repairs.
6. If the product is to be replaced, the Company will ship the replacement product to the dealer which will arrange for delivery to the customer and pick up the defective product.
7. A customer may request that the product subject to a warranty claim be replaced as opposed to being repaired. The Company will send a replacement product after the original product determined by the Company to be defective is donated to a tax-deductible charity of the customer's choice. The customer must receive approval from the Company PRIOR to donating the item to charity and upon receipt of the proof of donation slip, the Company will ship the replacement product.

**DEALER RESPONSIBILITIES**

1. A customer must submit a warranty claim within the prescribed warranty period to the dealer from which the product was purchased.
2. The dealer will complete the warranty claim supporting information form and assist the customer in assembling the required supporting information.
3. The dealer will submit the warranty claim to the Company on behalf of the customer; and subsequently, the dealer will inform the customer as to whether the warranty claim is allowed or rejected, and if allowed, the manner in which the claim will be resolved.
4. In the event the dealer determines that a product has been damaged during shipment to the dealer or delivery to the customer, the dealer will assist the customer in preparing and filing an appropriate freight damage claim. Damage to products which occurred during shipment or delivery is not a matter covered by the Company's limited product warranty.