



## 2 YEAR LIMITED LIABILITY WARRANTY

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Mittman Hospitality warrants that each Product manufactured or delivered hereunder shall be (a) free from defects in material and workmanship and shall conform to all applicable plans, specifications, requirements and samples; (b) be merchantable and, if customized fit for its intended purpose; (c) not infringe upon any patent, copyright or any other intellectual property right of any other person or entity, and (d) to the extent applicable, shall not be in a misbranded package within the meaning of the Federal Hazardous Substance Act. Supplier agrees to promptly notify customer in writing of any demand, complaint or proceeding of a claimed violation of any of the aforementioned laws, giving the name and address of the complaining party and the Product concerned.

We warrant our products to be free of defects in materials, finishing and workmanship under normal use for a period of two (2) years and from the date of this invoice. This warranty does not apply to any item that is damaged due to misuse, negligence, improper cleaning or stain prevention materials, beverages, humidity, alteration, abuse, accident or abnormal use. Products sold by Mittman Hospitality that are not included in our price list are not covered under our warranty. Any modification to product included in this price list is considered custom and excluded from warranty. We do not warrant product designs submitted from third parties and are not responsible for any defects resulting from such design. During the first year of this period, we will repair free of charge, any product covered under warranty. During the second year of this warranty, we will repair items under a prorated schedule that covers 25% of costs.

This warranty is your sole remedy. Mittman Hospitality expressly excludes any warranty of merchantability of fitness for a particular purpose as to any products. Elements Contract Furniture LLC will not be responsible for damages in excess of the price paid for the product in question and will not, under any circumstance, be responsible for incidental or consequential damages, even if it had reason to know of the possibility.

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