

Limited Product Warranty (USA and Canada)

Vitra Inc. (“Vitra” or “we”) warrants that the products (the “Products”) are free from defects in material and workmanship for five (5) years from the date of delivery (the “Warranty Period”) to you except as set forth below:

The warranty period for the following items is one (1) year:

- Vitra Products: Accessories, Wiggle Side Chair and Stool, Freeform Sofa and Ottoman and Living Tower furniture sculpture
- Artek Products: Complements, Souvenirs and Textiles

This limited product warranty (this “Limited Warranty”) does not apply to defects, damage, failure or loss resulting from

- improper use or incorrect handling or modification of the Products (e.g. treatment of fabrics with unsuitable chemical agents);
- non-compliance with our instructions for use;
- exposure to unsuitable environmental conditions (climate, humidity, chemicals, direct sunlight);
- maintenance by unauthorized persons;
- normal wear and tear;
- the use of sharp objects (e.g. writing tools) on the surface of the Products; and
- the use of customer owned materials (COM).

Natural variations in wood grain, leather, stone, natural materials; surface pilling of fabric and textiles, and minor variations to cuttings, samples, or swatch cards shall not be covered by this Limited Warranty. Vitra is not responsible for damage to Products which occurs in transit. Damages in transit shall be notified to the responsible carrier in writing immediately after receipt of the Products and Vitra shall be informed accordingly.

If any Products prove to be defective, Vitra will, at its own discretion, either rectify the defect or deliver a comparable replacement Product (or replacement Product part). Labor for the repair of the defect shall be covered by this Limited Warranty. In the event Vitra decides to replace the defective Product, labor to install the replacement Product is excluded. Vitra undertakes to offer a replacement Product which is similar in function and quality. If repair or replacement is commercially impracticable, we may grant you a refund or price reduction for the defective Products. Delivery of a replacement Product does not result in a renewal or extension of the Warranty Period.

Only the customer who originally purchased a new Product from us or an authorized dealer or retailer, may make claims under this Limited Warranty. It does not extend to any subsequent owner or other transferee of a Product.

EXCEPT FOR THIS LIMITED WARRANTY, VITRA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY (A) WARRANTY OF MERCHANTABILITY; (B) FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THE REMEDIES UNDER THIS LIMITED WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. CONSUMERS MAY HAVE OTHER RIGHTS APART FROM THE SPECIFIC LEGAL RIGHTS SET FORTH HEREIN, WHICH VARY FROM STATE TO STATE.

Processing of Claims

To make a warranty claim under this Limited Warranty, you must contact Vitra at 1-800-336-9780 or via email at service.us@vitra.com to obtain instructions and a written authorization number ("RGA"). All Products that are returned to Vitra under this Limited Warranty must be accompanied with a RGA provided by Vitra.

YOUR FAILURE TO COMPLY WITH VITRA'S INSTRUCTIONS IN MAKING A WARRANTY CLAIM MAY RESULT IN A DENIAL OF ALL OR PART OF THE CLAIM.

For the procedure that applies to retailers, dealers, resellers and other business customers, please refer to the general terms and conditions of sale available in the Vitra Price List.

Changes and Availability of this Limited Warranty

We may change the terms or availability of this Limited Warranty at any time at our discretion without prior notice, but such changes will not apply to any claims made prior to the effective date of such change.

Version: 1 January 2020