

Limited Product Warranty (USA and Canada) – online shop

The Company warrants that the Products are free from defects in material and workmanship for five (5) years from the date of delivery (the “Warranty Period”) to the Customer except as set forth below:

The warranty period for the following items is two (2) years:

- accessories listed at www.vitra.com/en-us/living/product/category/accessories
- Gehry Wiggle Side Chair and Stool, Freeform Sofa an Ottoman as well as Living Tower furniture sculpture.
- all Artek Products listed at www.artek.fi

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 a Customer’s own 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. The Company 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 the Company shall be informed accordingly.

If any Products prove to be defective, we will, at our 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 the Company decides to replace the defective Product, labor to install the replacement Product is excluded. The Company undertakes to offer a replacement Product which is similar in function and quality. If repair or replacement is commercially impracticable, the Company may grant the Customer 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 Customers who originally purchased a new Product from the Company may make claims under this Limited Warranty. This Limited Warranty does not extend to any subsequent owner or other transferee of a Product.

TO THE EXTENT NOT PROHIBITED BY FEDERAL OR STATE LAW, THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY AND TO THE EXTENT NOT PROHIBITED BY FEDERAL OR STATE LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WARRANTIES OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, EXCEPT FOR THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, FOR WHICH WE LIMIT THE DURATION AND REMEDIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

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

To make a warranty claim under this Limited Warranty, each Customer must contact the Company via the form on vitra.com/en-us/contact-service to obtain instructions. A customer's failure to comply with the COMPANY'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 at agb.vitra.com/usa.pdf or in the Vitra Price List.

Limitation of Liability

IN NO EVENT SHALL THE COMPANY BE LIABLE TO ANY CUSTOMER 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 THE COMPANY HAS 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 THE COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS LIMITED WARRANTY EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER 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 SOME CUSTOMERS.

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.

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