

modern design, naturally



**Limited Warranty for Kirei USA LLC, KIREI PANEL PRODUCTS**

This Warranty is extended by Kirei USA ("Kirei," "We," and "Our") to the original purchaser ("You" and its other forms) of KIREI® panel products and panel systems (hereinafter "Products"). This Warranty gives you specific legal rights, and you may have other rights which vary from state to state. This Warranty is meant to supersede rights arising from the Uniform Commercial Code as adopted in Your state.

(1) **Warranty Coverage:** We warranty that all KIREI® Products are free from manufacturing defects and will remain free from such defects during the Warranty Period, subject to the Warranty Terms, below.

(2) **Warranty Period:** Three years from the date of delivery. In the event of phased delivery of an order, the Warranty Period commences upon the delivery date of the specific Product for which Warranty Coverage is being sought.

(3) **Warranty Terms:** KIREI® Products must not be exposed to extreme variations in heat, humidity, moisture or dryness, including water saturation, or any other sources of extreme moisture, or changes in ambient moisture or humidity. No Warranty coverage is provided for damage arising from exposure to extreme variations in heat, humidity, moisture or dryness, including water saturation or extreme moisture, impact damage, normal wear and tear, indentations, scratches or surface damage caused by failure to protect and maintain the Products or material properly. No Warranty Coverage is provided for variations in color, grain, or markings which are ordinary to natural products or which develop over time because of natural processes such as exposure to sunlight. All KIREI® Products are inspected and properly packaged free of known defects and damage prior to shipment. Any damage caused to KIREI® Products during shipping is the responsibility of the shipping company and is not covered under this Warranty.

(4) **Disclaimer of Implied Warranties:** The terms of this written Warranty provide the exclusive and sole remedy available to You. This Warranty supersedes any other representations and Kirei USA, LLC specifically disclaims any other warranties, including implied warranties of merchantability, fitness for a particular purpose, or any warranties alleged to arise from course of dealing or usage of trade. Except for the Warranty Coverage provided herein, all Kirei® Products are sold "as is" and with all faults.

(5) **Warranty Claims:** If the KIREI® panel product does not conform to the terms of this Warranty, You must notify Kirei USA, LLC in writing at the address specified on this Warranty. You must provide written notice of your claim within thirty days of when You discovered the defect, or when you should have discovered the defect in the ordinary exercise of due care. You must provide Kirei USA, LLC with a reasonable opportunity to inspect or examine the defective or nonconforming KIREI® Product before You undertake any repair, removal, or replacement of the Product. Your failure to comply with the requirements of this paragraph will void Your Warranty Coverage.

(6) **Warranty Remedies:** Following notice of any defect and submission of a Warranty Claim by You, Kirei USA, LLC at its sole option and discretion, and as the sole remedy shall provide conforming KIREI® Product to replace any nonconforming or defective KIREI® Product, refund the purchase price of, or refund the percentage of the purchase price for the nonconforming KIREI® Product equal to the percentage of the Warranty Period remaining when You notified Kirei USA, LLC of the defect. In no event shall Kirei USA be liable for any cost or damages associated with the removal or reinstallation of the Product, or the cost of removing any fixtures or items of furniture.

(7) **Exclusion of Incidental and Consequential Damages:** IN NO EVENT SHALL KIREI USA, LLC BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ALLEGED TO HAVE ARISEN UNDER THIS WARRANTY, OR ALLEGED TO BE OWING DUE TO THE FAILURE TO DELIVER GOODS, OR FROM ANY USE, MISUSE, OR INABILITY TO USE THE PRODUCT DUE TO DEFECTS IN THE PRODUCT.

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