

PEDINI BY DARUSO

LIMITED WARRANTY – CONSUMER PRODUCT

PEDINI MIAMI LLC d/b/a PEDINI BY DARUSO

This Limited Warranty (“**Warranty**”) is issued by **Pedini Miami LLC**, a Florida limited liability company, doing business as **Pedini by Daruso** (“**Pedini Miami**,” “**we**,” “**us**,” or “**our**”), with its principal place of business located at **250 Altara Avenue, Coral Gables, Florida 33146**, email: **info@pedinimiami.com**.

This Warranty applies **only to the original consumer purchaser** (“**You**” or “**Customer**”) and constitutes a **LIMITED WARRANTY** as defined under the **Magnuson–Moss Warranty Act (15 U.S.C. § 2301 et seq.)**.

A. WARRANTY COVERAGE

Pedini Miami provides the following **tiered limited warranty coverage**, subject to **full payment of the purchase price**:

A.1 Pedini-Manufactured Cabinetry Products

Pedini Miami warrants that **cabinetry products manufactured by Pedini** shall be **free from defects in materials and workmanship** under **normal residential use and service** for a period of **TEN (10) YEARS**, commencing on the **date the purchase price is paid in full** (“**Product Warranty Period**”).

A.2 Installation Labor Performed by Pedini Miami

Pedini Miami warrants that its **installation labor** for cabinetry, door hinges, and drawer glides shall be **free from defects in workmanship** under **normal residential use and service** for a period of **TWO (2) YEARS**, commencing on the **date the purchase price is paid in full** (“**Labor Warranty Period**”).

Labor warranty coverage **applies solely to Proven Defects in installation workmanship directly attributable to Pedini Miami**.

Labor warranty coverage does **not** apply to performance issues, cosmetic conditions, adjustments, alignment changes over time, or any condition not caused by Pedini Miami’s installation workmanship.

The Labor Warranty Period is **included within**, and **not in addition to**, the Product Warranty Period.

B. WARRANTY DURATION

- **Product Warranty Period:** Ten (10) years from the date the purchase is paid in full
- **Labor Warranty Period:** Two (2) years from the date the purchase is paid in full

This Warranty is **null and void unless and until payment is made in full** in accordance with Pedini Miami's invoice terms.

Proof of full payment must be provided upon request.

C. WARRANTY CLAIM PROCEDURE

The applicable Warranty Period begins on the **date the purchase is paid in full**.

Customer must submit **written notice within sixty (60) days** after discovery of the alleged defect.

Claims must be sent to:

Pedini Miami LLC – Warranty Department
250 Altara Avenue
Coral Gables, Florida 33146
Email: **info@pedinimiami.com**

Claims must include:

- Customer contact information
- Project address
- Date of full payment
- Order number
- Description of the Product
- Detailed description of the alleged defect or **Proven Defect**
- Supporting photographs or documentation upon request

Customer shall provide **reasonable access** for inspection and service.

D. EXCLUSIVE REMEDY

If a **Proven Defect** is confirmed:

- **Product claims:** Pedini Miami may repair or replace the defective Product or component.
- **Labor claims:** Pedini Miami may correct only the Proven Defective installation workmanship.

These remedies are the **sole and exclusive remedies** available under this Warranty.

Customer bears all costs not expressly covered, including removal, reinstallation after expiration of the Labor Warranty Period, access, and transportation.

E. LIMITATIONS AND EXCLUSIONS

This Warranty does **not** cover defects, damage, or performance issues resulting from:

- Normal wear and tear;
 - Misuse, abuse, negligence, vandalism, or accident;
 - **Improper installation or performance issues caused in whole or in part by jobsite conditions, site readiness deficiencies, or acts or omissions of other trades, contractors, subcontractors, vendors, or third parties not under the direct control of Pedini Miami**, including improper framing, flooring, wall conditions, plumbing, electrical work, appliance installation, or site readiness issues;
 - Unauthorized modifications or repairs;
 - Improper storage, handling, cleaning, or maintenance;
 - Environmental conditions outside **50–85°F** temperature and **30–55% humidity**;
 - Fire, flood, acts of God, or external causes;
 - Outdoor or commercial use;
 - Natural wood variations and aging;
 - Hand-applied finishes, glazing variations, or paint fractures;
 - Thermofoil damage from appliance heat or tobacco smoke;
 - Abrasive or chemical cleaners;
 - Dimensional variations up to **¼ inch**.
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F. EXCLUDED PRODUCTS

This Warranty does not apply to appliances, sinks, faucets, lighting, accessories, or components **not manufactured by Pedini Miami**, which are subject solely to their manufacturers' warranties.

G. IMPLIED WARRANTIES

Any implied warranties, including merchantability and fitness for a particular purpose, are **limited in duration** to the applicable Product or Labor Warranty Period, commencing on the date the purchase is paid in full, to the extent permitted by law.

H. DISCLAIMER OF DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PEDINI MIAMI SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

Pedini Miami's total liability shall not exceed the amount paid for the Product giving rise to the claim.

I. TRANSFERABILITY AND USE LIMITATIONS

This Warranty:

- Applies only to the original purchaser;
 - Applies only to residential use;
 - Terminates upon sale or transfer of the property or Product.
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J. DISPUTE RESOLUTION; RIGHT TO CURE; TECHNICAL REVIEW (HIGH-END RESIDENTIAL PROJECTS)

1. Mandatory Notice and Opportunity to Cure

As a condition precedent to initiating any lawsuit, administrative claim, or legal proceeding arising out of or relating to this Limited Warranty, the Product, or installation services provided by Pedini Miami, Customer shall first provide Pedini Miami with **written notice of the dispute** and a **reasonable opportunity to cure**.

Written notice ("**Notice of Dispute**") shall be sent to:

Pedini Miami LLC – Warranty Department
250 Altara Avenue
Coral Gables, Florida 33146
Email: **info@pedinimiami.com**

The Notice of Dispute must include:

- Customer's name, address, and telephone number;
 - Order number and project address;
 - Date of purchase and date full payment was made;
 - A detailed description of the alleged defect or issue;
 - Photographs, videos, drawings, or other documentation reasonably available.
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2. Inspection and Technical Evaluation

Upon receipt of a Notice of Dispute, Pedini Miami shall have **thirty (30) days**, or such longer period as may be reasonably necessary based on the nature of the alleged defect, to:

- Inspect the Product and installation;
- Evaluate jobsite conditions;
- Review coordination with other trades;
- Determine whether a **Proven Defect** exists under this Limited Warranty.

Customer shall provide **reasonable access** to the residence, including access coordinated through the general contractor, architect, or designer if applicable.

Failure to provide reasonable access shall **toll Pedini Miami's obligation to cure**.

3. Right to Cure

If Pedini Miami determines that a **Proven Defect** exists, Pedini Miami shall be afforded a reasonable opportunity to cure by:

- Repairing or replacing the affected Product; and/or
- Correcting proven defective installation workmanship,

in accordance with the terms of this Limited Warranty.

No legal action may be commenced unless and until Pedini Miami has been given this opportunity to cure and has failed to do so within a reasonable time.

4. Optional Expert Review for Technical Disputes

For disputes involving technical issues common to high-end custom homes, including cabinetry alignment, integration with other trades, substrate conditions, or environmental factors, the parties may mutually agree to submit the dispute to a **neutral industry professional** located in **Miami-Dade County, Florida**, for a **non-binding technical opinion**.

Participation is voluntary and shall not waive or limit rights under the **Magnuson–Moss Warranty Act**.

5. No Waiver of Statutory Rights

Nothing in this Section:

- Requires mandatory arbitration;
- Waives any rights or remedies under the Magnuson–Moss Warranty Act;
- Limits Customer’s right to pursue legal remedies after Pedini Miami has been afforded its contractual right to cure.

This Section provides a **good-faith, pre-litigation resolution process appropriate for high-end custom residential construction**.

K. GOVERNING LAW AND VENUE

This Warranty is governed by **Florida law**.

Venue for state-law actions shall lie exclusively in **Miami-Dade County, Florida**, subject to applicable federal law.

L. NOTICES

All notices must be in writing and delivered by hand, certified mail, overnight courier, or confirmed email.

M. ENTIRE AGREEMENT / MODIFICATIONS / WAIVER

This Warranty constitutes the entire warranty agreement. Any modification or waiver must be in writing and signed by Pedini Miami.

N. DEFINITIONS

“Proven Defect” means a defect in materials, manufacturing, or installation workmanship that:

1. Is directly attributable to Pedini Miami;
2. Is not excluded under this Warranty; and
3. Is verified by Pedini Miami after reasonable inspection.

A Proven Defect does not include conditions caused by jobsite issues, other trades, normal movement, environmental factors, maintenance issues, or cosmetic conditions.

O. CONSUMER RIGHTS NOTICE

This Warranty gives you specific legal rights, and you may have others that vary by state.