

# PEDINI

*by Daruso Design*

## **LIMITED WARRANTY OF DARUSO DESIGN DBA PEDINI MIAMI**

The reseller of the products is Pedini Miami whose address is 250 Altara Ave, Coral Gables FL E-Mail: [info@pedinimiami.com](mailto:info@pedinimiami.com).

**PEDINI MIAMI** warrants to the original consumer purchaser as follows:

### **A. WARRANTY FOR THE CUSTOMER**

Pedini Miami warrants to the original consumer purchaser that Pedini Miami's labor in the installation of cabinetry, door hinges, and drawer glides will be free from defects under normal use and service for 2 years from the date of purchase.

### **B. DURATION OF THE CONVENTIONAL WARRANTY**

The warranty has a duration of 2 (two) years from the date of purchase, which must be documented with presentation of the invoice or receipt.

### **C. WARRANTY EXTENSION**

Pedini Miami offers a free opportunity to extend the duration of the conventional warranty for 8 more years for PEDINI MANUFACTURER PRODUCTS WHOSE address is Aspigo 8 61030 Lucrezia Di Cartoceto (PU) Italy. The request for extension must be made within 30 days from the date of assembly by filling out the form required by Pedini Italy on the following link:

**<https://www.pedini.it/en/customer-services/warranty-claim/>**

With copy to Pedini Miami at [info@pedinimiami.com](mailto:info@pedinimiami.com).

This warranty is not transferable and only applicable to product used for residential purposes. This Limited Warranty is void if payment in full is not made in accordance with Pedini Miami's invoice terms.

### **D. WARRANTY REQUEST PROCEDURE**

The Limited Warranty period becomes effective the date of purchase. All warranty claims must be made within twenty (20) days of the appearance of the defect. To make a warranty claim send a written request to contact: Pedini Miami Attn: Warranty Department at Pedini Miami whose address is 250 Altara Ave, Coral Gables FL E-Mail: [info@pedinimiami.com](mailto:info@pedinimiami.com).

Include the following information: your name, address and telephone number, the date you purchased your product, a description of product, order number and specific definition of problem or defect. To process the request promptly we may also ask for proof of problem or defect (preferably pictures) to confirm issues. In order to process warranty claims, reasonable access to the product must be available at time of service. Once we've received your letter, we will respond to your claim promptly. Time is of the essence with respect to all notices due under this Limited Warranty.

## E. LIMITATIONS AND EXCLUSIONS

1. This **Limited Warranty** does not cover normal wear and tear, damage or defects caused by accidents, misuse, abuse, or lack of necessary maintenance; nor does it cover alteration, modification, modification from a third-party vendor, improper installation, improper handling / storage, environmental conditions, nor any labor expenses. In the event that a defect or lack of conformity is not covered by this warranty, Pedini Miami will not be required to intervene under warranty. The customer will not be entitled to any compensation for damage, loss of profit, etc., in case of defect or lack of conformity of the purchased Products.

2. Pedini Miami, at our option, may elect to repair or replace with a functionally equivalent product any Pedini product covered by this warranty. Some replacement parts are subject to availability and may differ from original parts received. Return of defective product may be required for a replacement to be issued. Repair parts or replacement parts are at the expense of Pedini Miami, but customer shall bear all other expenses. These expenses may include, but are not limited to, cost of removal and re-installation of product, labor expenses, etc.

3. Just as no two trees are alike, no two pieces of wood are alike. The variation in color and grain pattern in wood adds to its natural beauty and is not considered an imperfection. Environmental factors, including but not limited to artificial / natural light, moisture, cleaners, smoke, etc, may cause the darkening or mellowing of a cabinet over time. This is a natural process and can be expected. This warranty does not cover the natural aging or darkening / mellowing of wood color, the inherent growth characteristics of, or variation in wood.

4. Some of the cabinet lines feature a glazed finish which accentuates the door and drawer front profiles. This glaze is hand applied over a stain or paint and may, due to the nature of application, consist of random drips, runs, etc. As glazing is a hand applied process there will be variations in color and appearance from door to door and cabinet to cabinet. This is not considered a defect and is considered normal with hand applied finishes. It is the nature of wood to expand and contract to varying degrees depending on climate conditions. As a result, cabinet lines with painted surfaces may show fractures in the paint at joints. This is normal and is not considered a defect.

5. This limited warranty is valid only in the United States of America and is not transferable. All implied warranties are limited in duration to the shorter of the period provided by law or the period of this warranty. PEDINI MIAMI's maximum liability under terms of this warranty shall be the replacement of parts or product determined to be defective by a qualified factory representative. Our total liability shall under no circumstances exceed the actual amount paid by you for the defective product. **LIABILITY TO PEDINI ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM, OR CONCERNING ANY ASPECT OF THIS AGREEMENT OR FROM THE PRODUCTS OR SERVICES FURNISHED HEREUNDER, SHALL NOT EXCEED THE PRICE OF THE SPECIFIC PRODUCT OR SHIPMENT THAT GIVES RISE TO THE CLAIM.** To the extent permitted by law, this Limited Warranty excludes special, punitive, incidental, or consequential damages or losses, (including lost profits), even if this Limited Warranty is deemed to have failed of its essential purpose. Some states do not allow the exclusion or limitations of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights; you may have other rights which vary from state to state.

7. The warranty period for Your Product (excluding certain components such as they are listed on the following paragraph) begins on the date of purchase, whether purchased by You or by a third party on Your behalf. The written contract constitutes the complete and final agreement between the parties. The warranty is only valid if you use the dwelling as your primary or secondary home and does not extend to future owners if the property is sold.

8. The Limited Warranty does not apply to any Product:

- i installed or used outdoors
- ii used for purposes for which it is not designed or intended by Us;
- iii which has been subjected to misuse, vandalism, abuse, negligence, accident, or unauthorized modifications
- iv which has been improperly stored (if the Product must be stored, it should be covered and stored in a humidity and temperature-controlled environment, away from direct sunlight);
- v which has been improperly installed, cleaned, or maintained (for more information regarding the proper use and care of the Product, please consult the applicable Use and Care Instructions that accompanied the Product or that can be found [pedinimiami.com](http://pedinimiami.com))
- vi which has been subjected to improper temperature, moisture and/or humidity extremes (temperature outside the range of 50-85°F (10-29°C) and humidity outside the range of 30-55% are considered extreme);
- vii damaged by fire, flood, acts of God, or other external causes beyond our control;
- viii varying in color and characteristics due to age, sunlight, smoke, or other environmental conditions;
- ix exhibiting any effects on the color and/or integrity of the finish or appearance due to the use of abrasive cleaners, cleaners that contain chlorine, acidic cleaners, scuffing sponges or steel wool; and/or
- x exhibiting normal wear and tear.
- xi thermofoil finish damage as a result of prolonged exposure to tobacco smoke, or appliance heat

## F. JURISDICTION

This Limited Warranty shall be governed by, construed and enforced in accordance with the laws of the State of Florida, and without regard to Florida's choice of law rules. The Parties agree that the Circuit Court in and for the Eleventh Judicial Circuit in Miami-Dade County, Florida shall have exclusive jurisdiction to adjudicate any case or controversy involving this Limited Warranty and agree to submit to the jurisdiction of any such court for such purposes.

## G. NOTICES

All notices required under this Limited Warranty shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (signature required); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours (between the hours of 9:00a.m. and 6:00p.m. EST), and on the next business day if sent after normal business hours; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this paragraph):

Pedini Miami at 250 Altara Ave, Coral Gables FL  
E-Mail: [info@pedinimiami.com](mailto:info@pedinimiami.com)

Customer at the address appearing in the invoice.

## H. MISCELLANEOUS

1. Pedini Miami reserves the right to modify or alter any Product design, specifications or materials without obligation to make similar changes to Products previously manufactured or sold by Pedini Miami.

2. This Limited Warranty shall not be amended or modified except in writing signed by all of the Parties. Waiver of any provision of this Limited Warranty shall not operate or be construed as a waiver of any subsequent breach of that provision by the same signatory, or any other provision or condition of this Limited Warranty. Any waiver of any right, remedy or other term or provision hereof must be in writing, must expressly identify the provision waived and must be executed by the signatories or parties against whom such waiver is to be enforced.

3. This warranty certificate might be amended at Pedini's discretion from time to time, by giving notice thereof to the Customer.

## **I. DISCLAIMERS**

Appliances, sinks, mixers, lighting systems and any other accessory or component not manufactured by Pedini Miami are expressly excluded from the warranty. Therefore, in the event of defects in these accessories or components, or in the event of damages caused by such accessories or components, the customer must contact the manufacturer of the accessory or defective component directly. Defects that are caused - or in any case derive from - any actions, omissions, facts or events that is not attributable to liability of Pedini Miami are also excluded from the warranty. For example, the warranty does not apply to the following:

- damages caused by normal wear of the components or by improper use of the Product;
- damages resulting from non-compliance with the instructions for use, maintenance and cleaning, described in the Product sheet present at the following link:

<https://www.pedinimiami.com/customer-services/>

- damages deriving from use of the Product in contrast with its standard purpose or in a way incompatible with its technical characteristics;
- color variations over time due to artificial or natural light on the surface of lacquered or wooden products. In the case of wooden products, a slight difference in color and / or grain between adjacent elements is tolerable;
- damages caused by the use of the Products in areas not suitable for excessive heating, high humidity, or other exceptional climatic factors;
- damages deriving from connection to hydraulic and electrical connections done by non-specialized personnel and / or in a manner that does not comply with the regulations in force in the country;
- damages caused to individual components from installation and assembly;
- damages to individual components resulting from intervention, disassembly, tampering and manipulation carried out by unauthorized personnel and without the express authorization of Pedini Miami;
- damages resulting from the installation of non-original accessories and spare parts;
- damages to elements and / or structures in which the appliances are fitted, if the appliances are not sold by Pedini Miami;
- scratches, chipping or scratching of any glass parts caused by impacts with objects of equal or greater hardness, as well as total breakage due to impact, collision and use (for example, overload).
- Variations in dimensions up to 1/4 of an inch from the approved measurements on shop drawings is not considered a defect.

## **J. DISCLAIMER OF IMPLIED WARRANTIES**

EXCEPT AS EXPRESSLY WARRANTED IN THIS LIMITED WARRANTY, THE PRODUCTS SUBJECT TO THIS AGREEMENT ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER. THE LIMITED WARRANTIES EXPRESSED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES.

PEDINI MIAMI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, EXPRESS WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, AND FITNESS FOR A PARTICULAR PURPOSE.

PEDINI MIAMI, WILL NOT, UNDER ANY CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES including, but not limited to, loss of profits, revenues, loss of use or damage to any associated equipment, cost of capital or cost of substitute products.

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