

Nassimi LLC Coated Fabrics Warranty

Nassimi LLC warrants that its upholstery material products will be free from defects in material and workmanship under normal use for a period of 3 years from date of original purchase, as set forth herein.

In the event that our upholstery material products do not perform to the specified performance standards, Nassimi LLC will offer replacement material free of charge. Provided the material was used for the intended application of the material and was cleaned using the appropriate care & cleaning methods outlined for these products.

For the warranty to go into effect it must be established that the product has:

- Been properly installed and not in a manner that puts excessive stress on any part of the material.
- Been properly maintained and has been cleaned using the appropriate cleaning agents and methods that are outlined by Nassimi LLC for the pattern.
- Not been intentionally damaged, such as (but not limited to) tearing, puncturing, intentional graffiti or vandalism.
- Not been post treated by the customer (such as but not limited to flame or adhesive lamination or chemical treatment after shipment by Nassimi LLC).
- Been upholstered in conjunction with proper foam cushioning under the material.
- Not been exposed to inks or dyes that may have transferred to the material.

If the product failure is determined to be from one of the aforementioned reasons the warranty is null and void. In the event that the product is determined by Nassimi to be defective during year one or two of this warranty Nassimi LLC will offer replacement product and additional support for labor not to exceed \$20.00/yd. for the amount of yardage used on the project offered in the form of a credit memo. During year three of this warranty Nassimi LLC will supply replacement product but will not be responsible for labor or any other costs associated to the claim.

If there is a visible defect in the material that has not been caused by an external contaminate or force Nassimi LLC will only responsible for the reimbursement of the original yardage that is remaining in full rolls. No labor will apply.

Except for the foregoing, the upholstery material product is provided "AS IS," and except as specified in this warranty section, all express or implied conditions, representations, and warranties including, without limitation, any implied warranty or condition of merchantability, fitness for a particular purpose, non-infringement, satisfactory quality, non-interference, accuracy of informational content, or arising from a course of dealing, law, usage, or trade practice, are hereby excluded to the extent allowed by applicable law and are expressly disclaimed by Nassimi LLC. This limited warranty extends only to the original purchaser of our product. Proof of purchase may be required.

Nassimi LLC Performance Textiles Warranty

Subject to the limitations, exclusions and disclaimers set forth herein, Nassimi LLC (“Nassimi”) warrants that our woven upholstery textiles that are engineered and branded with RESILIENCE TX will be free from latent defect in manufacturing insofar as the product will perform to the certified performance test results for abrasion, pilling, seam slippage and lightfastness for a period of two years from the original date of shipment from Nassimi, provided that the product is used in the manner and under the conditions for which it was designed.

Limitations on liability:

1. This warranty only applies to the original purchaser of Nassimi and shall not extend to any subsequent purchaser or other third party.
2. In order to make a claim under this performance warranty within the warranty period, Nassimi requires that a written claim, photographs of issue and a sample of the material in question be sent to Nassimi within thirty (30) days of discovery for inspection by Nassimi, and a representative of Nassimi will confirm the defect in writing.
3. This warranty shall not apply if the product:
 - has been post-treated by the purchaser or any third party (such as, but not limited to, stain treatments or F/R treatments, etc.).
 - has not been upholstered in accordance to industry standards.
 - defect is attributable in any way to the manner in which it was installed, maintained or repaired by Purchaser or any third party which may result in excess stress on all or part of the product
 - has not been maintained in accordance with Nassimi’s published Cleaning Guides.
 - has been intentionally damaged by Purchaser or any third party, such as (but not limited to) tearing or puncturing.
 - has been mishandled in any way, or exposed to external contaminants or unsuitable cleaners by Purchaser or any third party
5. In the event that Nassimi determines that the product does not conform to this warranty, Purchaser’s sole and exclusive remedy against Nassimi arising out of or in connection with any claimed defect in any Goods sold hereunder, whether based upon contract, strict liability or negligence, and whether for personal injury, commercial loss, or other monetary loss shall be as follows: (i) during year one of this warranty Nassimi will offer replacement product and additional support for labor not to exceed \$20/yd. for the amount of replacement yardage required in the form of a credit memo to the Nassimi customer of record, (ii) during year two of this warranty Nassimi will supply replacement product but will not be responsible for labor or other costs associated with the defect. Nassimi shall not be liable for any special, incidental, consequential, lost profits or punitive damages resulting from the use of the product or violation of this warranty.
6. In the event of a patent defect where there is a visible defect in the texture, grain, color or pattern in the product, Nassimi will supply replacement product within thirty (30) days of the original shipment, provided the product is returned to Nassimi. Nassimi will not be responsible for any labor or other costs associated with such a defect. Purchaser shall not be entitled to return of any such product with a patent defect if it has been cut, used, installed or altered by Purchaser or any third party in any way.
7. THE FOREGOING LIMITED WARRANTY AND REMEDY ARE EXCLUSIVE AND MADE ONLY TO THE ORIGINAL PURCHASER. NASSIMI MAKES NO OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.