

Limited Warranty – F/LIST® Refurbishment Services (Version July 2019)

1. In the event of any defects in the course of the performance of F/LIST® Refurbishment Services, (hereinafter referred to as “**Refurbishment Services**”) customer’s rights towards F. LIST USA CORP. 325 5th Avenue Suite 103, Indialantic FL 32903, USA (hereinafter referred to as “**F/LIST**”) shall be enumerated exclusively in this Limited Warranty and F/LIST’s General Terms and Conditions for the Sale of Goods (“**Terms**”), which are fully incorporated herein by reference. In the event of a conflict between the Limited Warranty and the Terms, the provision of this Limited Warranty shall prevail.
 2. F/LIST represents and warrants that its Refurbishment Services will at the time of transfer of risk (i) be performed in good, workmanlike manner; (ii) be fit for the purpose intended; (iii) be free of defects; (iv) be state of the art at the time of conclusion of the Purchase Order; and (v) not affect the airworthiness of the Aircraft. However, F/LIST does not warrant that the refurbished wood comply with the respective rules and regulations applicable in the territory.
 3. Other than the warranties contained under this Limited Warranty or F/LIST’s General Terms and Conditions, F/LIST does not make any other warranty or representation to the customer with respect to the Refurbishment Services. Any other warranty or representation, whether legal or implied, is expressly excluded.
 4. All products are purchased by the customer on an AS IS; WHERE IS basis, at the risks and perils of the customer, and with no other warranty than those contained under this Limited Warranty or F/LIST’s General Terms and Conditions.
 5. The warranty period shall be 6 months beginning with the transfer of risk.
 6. The Limited Warranty does not cover any products or services for which F/LIST has not been paid in full.
 7. If the Refurbishment Services are performed on other F/LIST products, the respective Limited Warranties in their current version as attached to the Agreement shall also apply.
 8. The warranty does not cover (i) alterations by third parties, (ii) damages resulting from repairs performed by third parties, (iii) damages resulting from abuse or misuse, or (iv) damages resulting from improper maintenance after the transfer of risk.
 9. Tolerances of dimensions such as length, depth, overhang, centerline, etc. allow for slight variances from design specifications and thus do not constitute a defect. Variances not clearly visible or which can be detected only by using measuring devices are explicitly excluded from this Limited Warranty. Settling of flooring, sub-structures, cabinets and changes in ambient conditions might result in misalignment of installed products, opening of seams, joints and gaps where products meet each other or meet walls, none of which are covered by this Limited Warranty.
 10. The substructure (substrates and panels) of parts to be refurbished must fulfill the following criteria, otherwise any damages to the refurbished parts are not covered under this Limited Warranty:
 - 10.1. Substrates and panels must be 100% even.
 - 10.2. Substrates and panels must resist warping.
 - 10.3. Substructure must fulfill the static requirements.
 11. This Limited Warranty does not cover damages or defects caused due to a weak substructure (substrates and panels). This Limited Warranty does not cover damages within or to such panels or decorative applications which cannot be inspected prior to the Refurbishment Services of F/LIST and which can affect the quality of the refurbishment process performed by F/LIST. In particular, no warranty is given for (i) delamination of veneer after F/LIST has removed the existing lacquering/paint of cabinets and applies new lacquering/paint, (ii) damages to lacquering/paint, which are caused by a weak substructure, by delamination of veneer, etc (e.g. cracks in the lacquering/paint caused by the delamination of the veneer), (iii) damages regarding delamination of veneer which are caused due to panels that do not fulfill the static requirements or that have an uneven substrate and (iv) damages to lacquering/paint which are caused due to panels that do not fulfill the static requirements or due to uneven panels.
 12. This Limited Warranty does not cover damages caused by products and/or processes used for the Refurbishment Services that have been specified by the customer.
 13. This Limited Warranty does not cover damages that occurred during or are caused by installation or removal. For convenience only, F/LIST will provide customers a guideline for installation and removal, and F/LIST disclaims any and shall not bear any liability for damages occurring in connection with such guideline.
 14. Consequential, incidental, minor, or indirect damages of any kind are expressly not covered under this Limited Warranty. Therefore, items excluded from this Limited Warranty include, but are not limited to, fabrication costs, costs to un-install or re-install, plumbing, electrical work, tiles, wall treatments and coverings, delivery charges, loss of use, and any other costs or forms of compensation. Any damage to persons or property resulting from handling or installing by third parties, or from use of the respective refurbished F/LIST product is expressly excluded from this Limited Warranty. Specifically excluded from this Limited Warranty are any minor nicks and chips to walls, cabinets, or appliances, cutting into walls to fit countertops, and dust or debris created during installation.
 15. F/LIST’s maximum liability under this warranty arising out of Refurbishment Services shall never exceed the actual payments received by F/LIST in connection with such Refurbishment Services.
 16. Some products sold by F/LIST may have a limited warranty provided by a third-party manufacturer or vendor. All products which do not include a warranty by manufacturer or vendor are sold AS IS and without warranty. F/LIST shall notify customer if a product is not covered by manufacturer or vendor warranty.
 17. The rectification of a defect shall be performed by F/LIST. F/LIST decides at its discretion whether to repair or replace a defective item. In the event that the rectification of a defect is performed by a customer or a third party without the prior written approval of F/LIST, customer is deemed to have waived all rights concerning the particular defect regardless of the legal basis of such defect.
 18. In order for customer to file a claim under warranty on time, customer shall file a written notification to F/LIST within the warranty period in which it shall specify in reasonable detail the potential defect. (i) F/LIST and customer may either agree in writing about the respective warranty issue within the warranty period or (ii) customer shall file a claim to the competent court as stated in F/LIST’s General Terms and Conditions within 30 days after the lapse of the warranty period, in case the parties are unable to find an amicable solution as set forth in (i).
 19. The following guidelines in Sections 20 through 29 are intended solely to clarify certain properties, characteristics, or conditions associated with products delivered by F/LIST. They do not represent all of the properties, characteristics, or conditions which may or may not be covered or which may be explicitly excluded from coverage under this Limited Warranty.
 20. **Color Variations:** The patterns and color variations created in a living tree are, like all of nature, unique, and your newly installed wood surface will vary from any samples or pictures you may have received or seen. Therefore, the patterns and any color variations are explicitly excluded from this Limited Warranty. All refurbished cabinets will undergo color changes in particular due to the effects of ultraviolet rays from the sun and any such color changes are explicitly excluded from this Limited Warranty.
 21. **Finish:** The refurbished wood surface will come with a certain finish. F/LIST warrants to the customer that the factory-applied finish of the refurbished wood surface will not wear through or will not lack finish adhesions as a result of normal use. However, any change of gloss as a result of cleaning or normal use is not covered under this Limited Warranty.
 22. **Surface Irregularities:** Natural wood characteristics such as variations in grain, color, mineral streaks, knots, normal differences between color of samples and the color of installed refurbished wood surface and color variations from panel to panel are not considered defects, and are not covered under this Limited Warranty.
 23. **Defects:** Splits, cracks, grain raising, checking, edge fracturing, splintering or chipping that occurs during or after the refurbished wood surface has been installed and as a result of abuse, misuse, improper maintenance or care, exposure to excessive moisture or improper environmental conditions (i.e., low or high humidity) are not covered by this Limited Warranty.
 24. **Seaming:** Placement of seams (including the use of “rails”) is solely at the discretion of F/LIST and not covered by this Limited Warranty. Such placement will be discussed between F/LIST and the customer at the time of template and finalized during engineering. Seams will be visible to the eye and touch. Every effort will be made to ensure that seams are placed in the best location for the structural integrity of the refurbished wood surface and to make it aesthetically pleasing. Due to the unique characteristics of wood, it is not possible to guarantee a match in color, veining (including the direction of veins) or finish when seaming two pieces together.
 25. **Temperature and Moisture Resistance:** The F/LIST refurbished wood surface is engineered to withstand the effects of normal moisture or arid conditions. If properly installed and maintained in strict accordance with the F/LIST installation and maintenance instructions, F/LIST warrants against damage caused by normal moisture or arid conditions. However the hygroscopic behavior of wood and veneer reacts to ambient conditions. Changes and defects due to swelling and shrinking are deemed a natural property of wood and veneer and are specifically excluded from this Limited Warranty.
 26. **Accidents, Abuse, Abnormal Wear:** This Limited Warranty does not cover damage resulting from accidents, uses, or abuses that stain or scratch finish, diminish/change gloss, or indent the surface of the wood. This Limited Warranty also does not cover damage caused by heavy items or concentrated foot traffic, pebbles, sand or other abrasives, impact, scarring, denting, extreme heat, damage from moisture caused by wet mopping, spills or standing water, and other abnormal wear and tear.
- Care and Cleaning**
27. **Staining:** Spills of fluids have to be removed immediately to avoid staining. When properly maintained, the refurbished wood surface is quite stain-resistant to common beverages and foods (except for water with dissolved substances like sugar, salt and/or dye, e.g. wine, certain sodas, and similar liquids), oil and grease (e.g. cooking oil, nuts, and similar). When stains from such substances occur, it is generally not possible to remove them, and such stains are explicitly excluded from this Limited Warranty. Also avoid strong chemicals and solvents. Do not use items such as nail polish remover, permanent markers, inks, oil soaps, furniture cleaners, paint strippers or any kind of disinfectants, alcohol and high alkaline/PH level cleaners, such as oven cleaners on the refurbished surface. All these fluids may impact the varnish and affect the surface appearance, including, but not limited to, the gloss. Staining caused by chemicals and solvents is explicitly excluded from this Limited Warranty.
 28. **Cleaning:** For cleaning high-gloss surfaces, F/LIST can provide a list of approved cleaners upon request. In general a cloth moistened (but not soaking wet) with water and a pH-neutral mild detergent can be used, but should always be tested on non-visible areas prior to use. Wet areas on the refurbished wood surface after cleaning must be avoided.
 29. Matte and semi-gloss surfaces can be cleaned with “Nanolex Matte Surface Cleaner”. The cleaner has to be wiped off immediately after application with a non-abrasive micro fiber cloth. Light dust and finger prints can be removed with “Nanolex Matte Final Finish” (follow manufacturer’s instructions). Alternatively, a cloth moistened with water and a pH-neutral mild detergent can be used. The cloth must not be soaking wet, and detergent should always be tested on non-visible areas prior to use. Avoid wet areas on the refurbished wood surface after cleaning. Chemicals and solvents, such as isopropyl alcohol or other disinfectants, must not be used. Any damage or defect caused by the use of non-recommended products or misuse of any cleaning products is explicitly excluded from this Limited Warranty.
- Jurisdiction and applicable law**
30. Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of these Limited Warranty, the Terms or the respective contract, or arising therefrom or related thereto in any manner whatsoever, all regardless of whether such Dispute may be characterized as sounding in contract, tort, breach of duty, fraud (including fraudulent inducement to enter into or fraud in the inception of this Agreement), or any other common law or statutory law or equitable principle or doctrine and regardless of the relief sought (even if such relief includes rescission of this Agreement) shall be finally and conclusively resolved by binding arbitration. In case the amount in dispute is less than USD 250.000 (or any equivalent thereof) such arbitration shall be conducted by one arbitrator, otherwise it shall be conducted by three arbitrators. In either case the arbitrator(s) shall be appointed with the rules of the American Arbitration Association (the “AAA”) and such arbitration shall be conducted in the English language in the city of Atlanta, Georgia, under the administration of the AAA in accordance with the laws of the State of Florida and the AAA’s Commercial Arbitration Rules and Mediation Procedures (collectively, the “Rules”). The Parties to the arbitration shall facilitate the arbitration by: (i) conducting arbitration hearings to the greatest extent possible on successive days; and (ii) observing strictly the periods established by the Rules or by the arbitrator(s) for the submission of evidence or briefs. Any award rendered by the arbitrator(s) shall be final and binding upon each Party to the arbitration and judgment on the award may be entered in any court of competent jurisdiction.

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The arbitration award may be enforced by any court of competent jurisdiction through injunctive or other equitable relief, as well as all relief and process available at law. The arbitrator(s) may issue interim awards, interlocutory, provisional or partial relief, including temporary restraining orders, preliminary injunctions, orders to compel discovery, orders of attachment, protective orders, any of which may be enforced as an arbitration award by any court of competent jurisdiction. Any arbitration award for money shall be made and shall be payable in U.S. dollars. The arbitrator(s) may award interest from the date of any breach of this Agreement and shall fix the rate of interest on any amount awarded from the date of the award to the date the award is paid in full.

31. For purposes of an action to confirm or enforce any award entered in the arbitration, the Parties hereby submit to personal jurisdiction in the Eighteenth Judicial Circuit Court, State of Florida, City of Melbourne, or the United States District Court for the Middle District of Florida. In addition, for purposes of an action to enforce any award entered in the arbitration, Buyer hereby submits to personal jurisdiction in any court anywhere in the world having jurisdiction over property that is the subject of this Agreement or Buyer's affairs, other property, or assets (including money and deposit accounts) in respect of or against which such award may be enforced, regardless of whether such affairs, property, or assets have any relation to the subject matter of this Agreement and even if Buyer's contacts with the forum for enforcement are fleeting, incidental, or unintentional.

ACKNOWLEDGED AND ACCEPTED:

Customer Name:	
Represented by:	
Date:	