Nassimi

Nassimi LLC Limited Warranty for Writer's Block Polyurethane Upholstery

Nassimi LLC ("Nassimi") warrants that WRITER'S BLOCK branded upholstery material products will be free from latent manufacturing defects and will perform substantially in accordance with Nassimi's published performance specifications when used in the manner and under the conditions for which the product was designed, subject to the limitations, exclusions, and conditions set forth herein.

This limited warranty applies only to the original purchaser and is non-transferable.

Warranty Period

This warranty shall remain in effect for a period of three (3) years from the original date of shipment from Nassimi.

Conditions of Warranty Coverage

This warranty applies only if the product:

- has been properly installed and upholstered in accordance with industry standards;
- has been used for the intended application;
- has been maintained in accordance with Nassimi's published care and cleaning instructions;
- has not been subjected to misuse, abuse, neglect, vandalism, excessive wear, or improper handling;
- has not been post-treated, chemically altered, laminated, or modified after shipment by Nassimi;
- has not been exposed to incompatible cleaners, solvents, disinfectants, dyes, inks, or external contaminants;
- has been installed with appropriate cushioning and support materials;
- has not been subjected to environmental conditions beyond the intended use of the product.

Product Specific Terms

While Writer's Block products are engineered to improve cleanability and resistance to stains, complete removal of all stains, inks, dyes, graffiti, or contaminants under all conditions is not guaranteed. Residual staining or "ghosting" may occur.

Removal of indigo dye transfer, particularly from denim, may vary depending on the dye composition, duration of exposure, and cleaning timing.

Use of unapproved cleaning agents, disinfectants, solvents, or abrasive cleaning methods may damage the product and void this warranty.

This warranty does not cover seam failure, delamination, or damage resulting from improper fabrication, cushioning, sewing techniques, or installation methods.

Intentional graffiti, vandalism, or misuse is not covered under this warranty.

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Inspections and Claims Procedure
Purchaser is responsible for inspecting all material prior to cutting, fabrication, or installation. Fabrication, cutting, or installation constitutes acceptance of the product.

Claims relating to visible or patent defects, including but not limited to color, texture, grain, pattern, or finish variations, must be made prior to cutting, fabrication, or installation.

Any claim under this warranty must be submitted in writing within thirty (30) days of discovery of the alleged defect and must include:

- proof of purchase;
- photographs of the issue; and
- a representative sample of the material for evaluation by Nassimi.

Nassimi reserves the right to inspect the product and determine the validity of all warranty claims.

Remedies
If Nassimi determines that the product does not conform to this warranty, Nassimi's sole obligation and purchaser's exclusive remedy shall, at Nassimi's option, be limited to:

- replacement material; or
- credit for the original purchase price of the defective material.

For approved claims:

- During Years 1 and 2, Nassimi may provide labor assistance not to exceed $30.00 per yard of replacement material, issued as a credit memo to the Nassimi customer of record.
- During Year 3, replacement material only will be provided. Labor and all other associated costs are excluded.

Replacement material is not guaranteed to match original material exactly due to normal manufacturing variations, dye lot differences, and aging.

Limitations and Exclusions
This warranty does not cover:

- normal wear and tear;
- improper installation or fabrication;
- seam failure attributable to improper fabrication methods;
- cuts, punctures, burns, vandalism, or abuse;
- improper cleaning methods or use of incompatible cleaning agents;
- staining, dye transfer, or contamination from external sources;
- environmental damage or excessive exposure conditions;
- fading, discoloration, or degradation caused by external contaminants or environmental conditions;
- damage resulting from third-party treatments or modifications;
- use outside the intended application of the product.

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Nassimi shall not be responsible for product performance issues arising from conditions beyond its control, including environmental conditions, installation methods, maintenance practices, cleaning methods, or third-party treatments.

Limitation of Liability
In no event shall Nassimi be liable for any indirect, incidental, special, consequential, exemplary, punitive, or commercial damages, including but not limited to loss of profits, loss of use, business interruption, replacement of other materials, or labor costs except as expressly provided herein.

Disclaimer of Warranties
Except as expressly provided herein, Nassimi makes no other warranties, express or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, all of which are expressly disclaimed to the maximum extent permitted by law.

This warranty shall be governed by the laws of the State of New York.