



# Certificate of Warranty

## 1. Scope of the Warranty

### 1.1 Warranty relationship

This Warranty is exclusive to the original purchaser of Kebony® wood products from Luxury Leisure L.L.C. and/or its official distributors. The actual warranty is given and granted by Kebony Norge AG and will be carried out by Luxury Leisure L.L.C. in the United States of America, Canada and Mexico.

### 1.2 Products covered by the Warranty - the Kebony Products

The Warranty covers all Kebony Clear® SunDivan chairs and Kebony Clear® SoulsLounge relaxing beds (as defined by product descriptions on <http://www.luxury-leisure.com>).

Kebony Norge AS warrants that all Kebony® products are produced to the specifications described in the Product Data Sheets issued by Kebony Norge AS valid at the time of purchase. These Data Sheets can be downloaded from:

[www.kebony.com](http://www.kebony.com)

### 1.3 Damage covered by the Warranty

Subject to the conditions set out herein, Kebony Norge AS warrants that from the date of delivery as stated on the invoice from Luxury Leisure L.L.C. and for a Warranty Period following delivery as defined below, the Kebony® Products applied in Use Class 3 as defined by EN 335-1 will not be damaged by decay caused by soft-rot fungi and the wood destroying fungi *Postia placenta*, *Coniophora puteana*, *Gloeophyllum tra-beum* or *Corriolus versicolor* so that the Kebony® Products do not perform according to their intended function.

### 1.4 Warranty Period

Kebony Clear® wooden bars on SunDivan and/or SoulsLounge products: 30 years

## 2. Remedy

### 2.1 Type of remedy

Kebony Norge AS shall, at its own option, either re-deliver or compensate by cash payment, any Kebony product affected by damage described as cause for remedy above. Any cash compensation shall be limited to the value of the original invoice for the purchase. Luxury Leisure L.L.C. shall forward any type of remedy as decided by Kebony Norge AS.

## 3. Conditions

This Warranty shall be subject to the following terms and conditions:

### 3.1

Contamination by non-destroying organisms such as surface mold, mildew or algae is not regarded as damage covered by the Warranty and will consequently not give cause to any compensation or remedy from Kebony Norge AS under the Warranty.

### 3.2

Claims must be made in writing to Luxury Leisure L.L.C. within 30 days after discovery of suspected damage, accompanied by this original Certificate of Warranty, copies of the relevant receipt(s), a statement describing the damage and photographs showing the suspected damage. Discovery is defined as the point in time when the suspected damage was discovered, or should have been discovered, by the Owner / Original Purchaser. Luxury Leisure L.L.C. at her turn will inform their supplier and they will inform Kebony Norge AG at their turn, all within a reasonable amount of time.

### 3.3

Kebony Norge AS reserves the right to inspect the Kebony products prior to any authorization by Kebony Norge AS of any replacement, financial repair or other remedy under this Warranty. From the date a potential claim is detected, the claimant must take all reasonable

steps to protect the Kebony® wood from further damage and all reasonable steps to mitigate potential losses caused by the suspected damage.

#### 3.4

All warranties are valid on the condition that Kebony Installation Guidelines, User Maintenance Guidelines, and other Kebony product documents valid at the time of purchase are observed and followed at the handling, storage, installation and use of the Products. Failure to install and/or maintain Kebony® wood in accordance with Kebony Norge AS's printed instructions will invalidate this Warranty.

#### 3.5

This Warranty does not cover any costs associated with removal of damaged Kebony® wood or installation of replacement Kebony® wood or any remanufacturing costs.

#### 3.6

Failure to follow these procedures may invalidate any claim under this Warranty.

### 4. Exclusions

#### 4.1

Kebony Norge AS is not liable for any incidental, economic, exemplary, special, punitive or consequential damage, whether direct or indirect, howsoever arising.

#### 4.2

The statements in this Warranty constitute the only warranties given by Kebony Norge AS, and all other express or implied warranties, including any implied warranties of merchantability or fitness for a particular purpose (save where arising under applicable product warranty laws that cannot be lawfully disclaimed) are expressly excluded.

#### 4.3

Damage to any Kebony® products subsequently modified or impregnated, for example by chemical treatments, without the prior written approval of Kebony Norge AS, is not covered by this Warranty.

#### 4.4

Damage or defects resulting from or in any way attributable to the causes listed below is not covered by the Warranty:

- a. Improper storage, handling, installation or use of the Kebony® wood, including but not limited to any damage where good design and installation practices have not been followed;
- b. Misuse, neglect, alteration or abuse of the Kebony® wood;
- c. Settlement, structural movement or movement of materials to which the Kebony® wood is attached;
- d. Damage from incorrect design of any structure or where the maximum designed wind loads are exceeded for any structure;
- e. Acts of God, such as inter alia hurricane, tornado, hail, earthquake, flood or other severe weather or natural phenomena; and
- f. Any cause other than manufacturing defects attributable to Kebony Norge AS.

### 5. Contact

Kebony Norge AS can be contacted by writing to the Chief Executive Officer at:

Kebony Norge AS  
Hoffsveien 48  
NO-0377 Oslo  
Norway  
e-mail: [info@kebony.com](mailto:info@kebony.com)

Luxury Leisure L.L.C. can be contacted by writing to the Chief Executive Officer at:

Luxury Leisure L.L.C.  
1677 Glider Court  
91320 Newbury Park  
CA, USA  
e-mail: [info@luxury-leisure.com](mailto:info@luxury-leisure.com)

### 6. Governing Law and Disputes

This Warranty is governed by the laws of Norway and any disputes relating to this Warranty shall be subject to the exclusive jurisdiction of the courts of Norway or to arbitration at the discretion of Kebony Norge AS.