

CERTIFICATE OF LIMITED WARRANTY FOR **NECCHI Creator Series** DOMESTIC SEWING MACHINES

This Limited Warranty is provided to the original purchaser of a NECCHI domestic sewing machine by NECCHI USA a subsidiary of ABM International, Inc., an Illinois corporation ("NECCHI") and only to the original registered purchaser of the machine, ("Purchaser").

Subject to the exclusions and limitations contained below, NECCHI warrants to Purchaser that the Necchi domestic sewing machine ("Machine") furnished hereunder is free from defects or fault in workmanship and material caused by the acts or omissions of NECCHI for the periods provided herein (collectively, "Warranty Period") from the date of sale of the Machine, subject to the terms and conditions set forth herein.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NECCHI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS SOLD. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF NECCHI, EXPRESS OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, THE IMPLIED WARRANTY OF HABITABILITY AND ANY AND ALL OTHER WARRANTIES ARISING FROM CUSTOM, USAGE, COURSE OF TRADE, STATUTE OR CASE LAW AND INURES ONLY TO THE BENEFIT OF THE PURCHASER.

This Limited Warranty is subject to the following terms, conditions, exclusions, and limitations, all of which are made a part hereof:

1. WARRANTY PERIOD.

(a) **Three (3) Year Limited Manufacturer's Warranty.** The sewing head, casting and internal frame of the Machine are warranted to be free from manufacturing defects for three (3) years from the date of purchase of the Machine. This Limited Warranty does not extend to mechanical or electronic/electrical parts, which are governed under subparagraph 1(b and c) herein, or consequential damage caused by mechanical or electronic/electrical part failures beyond the applicable Warranty Period.

(b) **Three (3) Year Mechanical Parts Warranty.** The mechanical components of the Machine are warranted to be free from manufacturing defects for three (3) years from the date of purchase of the Machine. NECCHI will provide free replacement parts, excluding normal and customary wear and tear items, such as bobbin, bobbin case, needles, presser feet, feed dog, loopers, and thread guides. Purchaser shall pay all fees, charges and costs for labor and shipping at such then current and customary rates of the servicing dealer or authorized repair center.

(c) **Three (3) Year Electronic/Electrical Warranty.** The electronic/electrical components of the Machine are warranted to be free from manufacturing defects for three (3) years from the date of purchase of the Machine. If any defect appears in these parts within this Warranty Period, NECCHI will provide free replacement parts excluding normal and customary wear and tear items, such as light bulbs, LED lights, and fuses. Purchaser shall pay all fees, charges and costs for labor and shipping at such then current and customary rates of the servicing dealer or authorized repair center.

2. NOTIFICATION PROCEDURES AND CORRECTION OF DEFECTS.

(a) NECCHI shall not be obligated to remedy any defects then otherwise required by this Limited Warranty unless and until the selling dealer has completed and delivers the machine registration card to NECCHI and provides written notice as required herein. Upon receiving the machine registration card NECCHI will mail an original signed copy of the Limited Warranty to the purchaser. Notwithstanding anything to the contrary herein, the Warranty Period shall not be extended by, nor does the term commence upon, the actual date of completion and delivery of the machine registration card.

(b) Purchaser shall provide written notice to the NECCHI dealer or an authorized repair facility, or such other place that may be designated by NECCHI, of the claimed defect and related proof of purchase, and deliver the Machine to the NECCHI dealer or an authorized repair facility, or such other place that may be designated by NECCHI, at Purchaser's sole cost and expense. If the Machine is found to be defective, it will be repaired and returned to the Purchaser by the authorized repair facility or dealer. The Purchaser will be responsible for any labor charges incurred for the repair by the service center or dealer. A Machine tested and proven to be non-defective is subject to service charges related to the parts and labor used for the repair.

(c) Provided NECCHI determines that the Machine is defective, NECCHI agrees to use reasonable diligence to remedy all defects which are covered by this Limited Warranty in a good and workmanlike manner in accordance with acceptable industry standards provided dealer or authorized repair center has given NECCHI written notice of such defects during the Warranty Period. The dealer or authorized service center shall endeavor to remedy such defects within sixty (60) days following notice or within a reasonable period of time thereafter if the dealer shall be unable to complete such work within such sixty (60) day period due to unavoidable delays occasioned by strikes, material shortages, acts of God, adverse weather conditions and other matters not within the reasonable control of NECCHI. Expedited repair requests are subject to expediting fees, pursuant to NECCHI's then current and customary rates.

(d) NECCHI's obligations under this Limited Warranty are limited to providing only replacement parts. Purchaser is responsible for all other costs, fees and expenses. Such costs, fees and expenses may include, but are not limited to: (i) labor charges for service, removal, repair or reinstallation of the Machine or any component part; and (ii) shipping, delivery, handling and administrative charges.

3. WARRANTY EXCLUSIONS AND LIMITATIONS. The following exclusions and limitations shall apply to this Limited Warranty:

(a) All chips, cracks, scratches, marks or other like damage shall not be covered by this Limited Warranty.

(b) This Limited Warranty shall not cover ordinary wear and tear, normal deterioration, ordinary maintenance and repairs, damage due to misuse, commercial use, neglect, vandalism, acts of God or nature, Purchaser's negligence or failure to provide proper maintenance, and/or damage due to any accident, including but not limited to, fire, explosion, smoke, water, windstorm, hail, lightning, flood and earthquake.

(c) THIS LIMITED WARRANTY SHALL NOT COVER ANY PART OR ITEM WHICH HAS BEEN MODIFIED OR REPAIRED BY PURCHASER OR ANY PARTY OTHER THAN NECCHI OR ANY ITEMS WHICH ARE INSTALLED OR CONSTRUCTED PURSUANT TO A SEPARATE CONTRACT OR AGREEMENT BETWEEN THE PURCHASER AND ANY PARTY OTHER THAN NECCHI.

(e) NECCHI SHALL NOT BE RESPONSIBLE FOR ANY SECONDARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY DEFECT OR BREACH HEREOF, INCLUDING ANY DAMAGES TO FIXTURES OR PERSONAL PROPERTY AND BODILY INJURY.

(f) No steps taken by NECCHI to correct defects shall act to extend the scope or duration of this Limited Warranty beyond the Warranty Period. No representative of NECCHI has the authority to expand or extend the scope or duration of this Limited Warranty or to make verbal agreements with respect thereto. All requests for corrections must be in writing and such notification must be made before the expiration of the Warranty Period.

(g) This Limited Warranty shall not be assignable by Purchaser and any attempted assignment shall be null and void.

4. NOTICES. Any notices hereunder shall be personally delivered or sent by certified U.S. Mail, postage prepaid, return receipt requested to the NECCHI corporate headquarters or such other point or place that may be designated by NECCHI.

5. SEVERABILITY. The invalidity of any agreement, restriction, condition, reservation or any other provisions of this Limited Warranty shall not impair or affect in any manner the validity or effect of the remainder of this Limited Warranty.