



FORNO CLASSICO, STANDARD TERMS AND CONDITIONS OF SALE

TERMS: The sale of pizza ovens (the "Product") by Forno Classico, LLC, a California limited liability company ("FC LLC"), to the purchaser named on the Sales Order attached hereto ("Customer") is subject to these terms and conditions (the "Terms"). **SHIPMENTS:** Unless otherwise agreed in writing, each Product shall be shipped F.O.B., from FC LLC's offices in Goleta, California, by such carrier as FC LLC may select. The title for each Product shall shift to the Customer upon delivery and acceptance. The customer is to inspect all products delivered before accepting them to ensure there was no product damage during shipment. FC LLC disclaims all responsibility for damages occurring after shipment has been signed for and accepted. Shipping will be paid for by buyer pursuant to the order form. Buyer agrees to take delivery of pizza oven as scheduled. If buyer fails to take delivery of the pizza oven as scheduled, storage fees will be applied for each day the oven is stored. Buyer credit card will be charged for any and all additional storage costs and fees resulting from buyer not taking delivery of the oven as initially scheduled.

WARRANTY: Forno Classico LLC (The Company) is a manufacturer of Brick Ovens. Forno Classico LLC warrants its brick ovens to be free from defects in materials and workmanship for a period of two (2) years from the date of delivery for the oven structure, which includes the oven dome and internal firebox. Forno Classico LLC warrants all other components of the brick ovens for one (1) year. These additional components include the gas burner, oven door, thermostat, oven floor, mosaic tile finish, and any other items integrated into the oven sold to the customer.

All other products sold by Forno Classico LLC, such as cooking tools or accessories, are warranted to be free from manufacturing defects for one (1) year from the date of sale.

Limitations of Warranty:

The warranty of products sold by Forno Classico LLC has the following limitations:

1. The warranty on our brick ovens is voided and does not apply if they are not installed in accordance with Forno Classico's delivery and installation manual instructions. Oven installation must conform to all local, state, and federal safety regulations.
2. The oven should not be used in the rain or snow unless covered entirely by a protective structure. The oven needs to be covered and protected from the elements. (Rain, Snow, Hail, etc.) This warranty does not cover hairline cracks causing mosaic tiles to loosen or become damaged due to not curing the oven before initial use or failure to protect the oven from the elements during periods when not in use.
3. This warranty does not cover normal wear and tear of the product. This warranty does not cover discoloration of the exterior finish caused by smoke or approved cleaning products.

CANCELLATION: If Customer cancels any purchase order prior to the completion of the order, then Customer shall pay to FC LLC, any and all expenses that exceed the 50% deposit upon demand by FC LLC, cancellation charges equal to (a) the cost of finished Products on hand at the full unit price, (b) work in process prorated based on percentage of work completed, (c) committed raw materials purchases, and (d) all cancellation charges imposed by FC LLC vendors by reason of Customer's cancellation. Upon request of Customer, all finished goods, work in process, and raw materials covered by these charges shall be shipped to Customer at the cost and expense of Customer.

LIMITATION OF LIABILITY: In no event shall FC LLC be liable for any indirect, special, incidental or consequential damages (including lost profits or loss of goodwill), whether based on contract, tort (including negligence), or any other legal theory, arising out of or related to any order placed by Customer or accepted by FC LLC. Customer will be solely responsible for, and assumes the risk of, injury or damage occasioned by use of the Product.

INSTALLATION: Please be aware that installation of the pizza oven is not included as part of this purchase agreement or in the purchase price. Installation of the oven shall be at Buyer expense and arranged by Buyer, Forno Classico LLC responsibility is to deliver the oven curb-side.

Forno Classico Return Policy

RETURNS: Forno Classico does not accept returns of its custom hand-built pizza ovens once they have been accepted, except under the following conditions:

- 1. The customer is sent the wrong item. The oven delivered is not the oven ordered!**
- 2. The oven delivered does not have the correct color tile or gas components.**
- 3. The oven was delivered damaged. (The oven needs to be inspected before delivery is accepted, and Forno Classico needs to be notified of any defects as soon as possible.)**

MISCELLANEOUS: These Terms and the attached Sales Order form represent the entire agreement between FC LLC and Customer, and may not be modified or amended except by a written instrument executed by FC LLC. In the event of any conflict between these Terms and the provisions of any Order submitted to FC LLC, these Terms shall prevail and govern the rights and duties of the parties. The rights and duties of FC LLC and Customer hereunder and under any contract resulting from acceptance of the Order to which these Terms are attached shall be governed by and construed in accordance with the laws of the State of California. Each party hereby consents to the jurisdiction of the Courts of the State of California for all actions arising under or in connection with such order and contract. Customer agrees that the contract formed hereunder was formed in, and that the Products will be produced and shipped from offices of FC LLC located in, Santa Barbara County, California, and agrees that the exclusive venue for all disputes hereunder shall be the Superior Court in and for Santa Barbara County, California. FC LLC shall not be liable for costs or delays occasioned by any event or circumstances beyond the reasonable control of FC LLC, including but not limited to fires, floods, epidemics, famines, earthquakes, hurricanes and other natural disasters or acts of God; regulation or acts of any civilian or military authority or act of any self-regulatory authority; wars, terrorism, riots, civil unrest, sabotage, or theft or other criminal acts of third parties.

How to register a Claim: To register a claim under your warranty, please get in touch with Forno Classico LLC using the following methods:

- Contact us by telephone at (805) 895-2626 (or)
- Write us at: Forno Classico LLC, 53 Aero Camino, Goleta, CA 93117