

This Terms of Sale Agreement (this “Agreement”) constitutes a binding legal contract between the customer (“you”) and Forno Bravo. By ordering any product or service (“Product”) either directly from Forno Bravo, Bella Outdoor Living, or through fornobravo.com, you signify your acceptance of this Agreement.

Order Cancellation

Any order canceled by you after the Product has been shipped must be returned to the Forno Bravo facility in California at your expense and must be received by Forno Bravo and inspected for damage before Forno Bravo will issue a refund. You will be responsible for any and all Product damage incurred during shipping from your location back to Forno Bravo. All order cancellations that are returned to Forno Bravo without any shipping or handling damage are subject to a 20% re-stocking fee on the purchase price of the item.

Customer’s Own Shipper

Forno Bravo expressly disclaims any responsibility for damage caused to Forno Bravo Product by anyone other than a shipping company chosen, arranged and paid for by Forno Bravo, including but not limited to shipping companies arranged and paid for by you or your representative. In the event of damage to Forno Bravo Product caused by you and your shipper, the Product warranty shall be void and you must file any and all damage claims with your shipping company and/or insurance company. Forno Bravo shall repair or replace the damaged Product at a fair and reasonable cost.

Warranty Policy for Product Purchased after January 1st, 2018

Visit <https://www.fornobravo.com/warranty/> to read Forno Bravo’s full Limited Warranty Policy on Product purchased after January 1st, 2018. For Product purchased after this date, this Warranty Policy supersedes any policy terms written in the Product Operation and Installation Manual.

Product purchased prior to the January 1st, 2018 date is subject to the original warranty period of one year, and other terms outlined in the original Product Operation and Installation Manual shipped with the Product.

Disclaimer of Warranties

YOU ACKNOWLEDGE BY YOUR USE OF FORNO BRAVO PRODUCT THAT YOUR USE OF THE PRODUCT AND ANY RELIANCE UPON THEM IS AT YOUR SOLE RISK. FORNO BRAVO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OTHER THAN THE WRITTEN FORNO BRAVO WARRANTY CONTAINED IN THE ORIGINAL PRODUCT OPERATION AND INSTALLATION MANUAL FOR PRODUCT PURCHASED BEFORE JANUARY 1ST, 2018, OR THE WRITTEN WARRANTY AVAILABLE AT FORNOBRAVO.COM FOR PRODUCT PURCHASED AFTER THAT DATE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

Waiver and Limitation of Liability

YOU HEREBY ACKNOWLEDGE THE UNDERSTANDING THAT FORNO BRAVO WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY FORM OF CONSEQUENTIAL, INCIDENTAL, STATUTORY, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO POTENTIAL LOST BUSINESS AND ANY AND ALL COSTS INCURRED RECEIVING, UNLOADING, MOVING AT YOUR LOCATION AND INSTALLING FORNO BRAVO PRODUCT.

Follow all instructions and heed all warnings contained in the product installation and operation manual. If you have lost your Product manual, you can find the current version by clicking [here](#), or by contacting Forno Bravo.

Indemnification

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD COMPLETELY HARMLESS FORNO BRAVO FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATED TO YOUR USE OF ANY ITEMS PURCHASED DIRECTLY FROM FORNO BRAVO, BELLA OUTDOOR LIVING, OR THROUGH FORNOBRAVO.COM.

Governing Law and Venue

This Agreement, the entire relationship between you and Forno Bravo, and any litigation or other legal proceeding between you and Forno Bravo (whether grounded in tort, contract, law or equity) shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its choice of law rules.

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