

# Schiavello WARRANTY.

Schiavello provides an industry leading warranty that ensures product quality under standard use conditions against defects in materials (unless excluded) and workmanship in the market segments and applications for which the products are specified.

In the rare event of a defect occurring within the applicable warranty period, Schiavello agrees to repair or replace (at our discretion) the product without charge.

This warranty is non-transferrable and applies to all standard, unaltered or unmodified products and workmanship, and is conditional subject to our 'Limitations and Exceptions' and 'Warranty does not cover' terms to the original End User. This warranty does not cover damage caused by accident, improper care or installation, negligence, that has been abused or misused, exposed to outdoor or corrosive environments, high humidity, normal BT0EMC /P ~~kar~~ETEM4.9 (msaBDC BT0.408w 0 0 849328 Tm'L)5 dity,

### Limitations and exceptions:

- This warranty applies only to the original End User of the product and is non-transferrable; End User means the final purchaser acquiring a product from Schiavello or a Schiavello Authorised Reseller for the purchaser's own use and not for resale, remarketing, or distribution.
- All warranties are valid from the date of dispatch from a Schiavello manufacturing Facility and for Single Shift use only unless otherwise specified.
- Where installation is required, warranties are only provided where a Schiavello approved, certified or trained installer is used, or installed strictly in accordance with Schiavello's written specifications, installation or user guidelines, otherwise the End User will void its product warranty.
- All components not manufactured by Schiavello shall be covered by the original manufacturer's warranty.
- This warranty does not apply to the appearance, durability, quality, behavior, colorfastness, or any other attribute of COM (Customer's Own Materials, including laminate) or any other non-standard Schiavello material specified by the customer after application to a Schiavello product. These products will be warranted only for the structural integrity of the product itself based on the standard of craftsmanship expected.
- Freight damage will be claimed on your behalf, however the purchaser must examine product and report any damage or shortage within 24 hours of delivery.
- Concealed damage must be reported in writing including photographic evidence within five (5) business days after delivery.

### Warranty does not cover:

- Products considered by Schiavello to be consumables: (e.g., batteries, bulbs/lamps, LED / all lighting).
- Variations occurring in surface materials (e.g., colorfastness, matching grains, textures and colors across dissimilar substrates and lots), and natural aging found in materials such as wood, clear coat finishes and leather.
- Other manufacturers' products, Schiavello shall impart any warranty received on behalf of other manufacturer's branded products.
- Unless expressly consented to by Schiavello, any alterations or modification of the product will void the warranty.
- Any failure to properly maintain and service the product in accordance with product specifications, installation or user guidelines.
- Shipping, courier, postage or transportation return to base are at the End User cost.
- Damage caused during shipping, courier, postage or transportation that is not reported with sufficient evidence as stated above within 24hrs of receipt of goods.
- Natural deterioration such as oxidization due to climate control – lack of air circulation or humidity.
- All decorative materials including fabrics, leathers, vinyls, laminates, veneers, are excluded from this warranty.

With enforcement of this limited warranty, if a product fails under ordinary use (within its intended sector, adequate coverage from natural elements, and used in line with care and maintenance guidelines) as a result of a defect in materials or workmanship, Schiavello will (i) repair or, at Schiavello's option, replace the affected product at no charge, with a new or refurbished product of comparable function, performance and quality or ii) refund or credit *(in full or in part at Schiavello's absolute discretion)* wholesale purchase price paid to Schiavello by our authorized re-seller/dealer for the affected product, at Schiavello's discretion. Replacement parts are covered for 2 years (except for any product which originally have a 1 year warranty) or the balance of the original warranty, whichever is longer.

A product "defect" means an inadequacy in the materials or workmanship of the product that (i) existed at the time when you received the product from Schiavello or a Schiavello Authorized Reseller and (ii) causes a failure of the product to perform under ordinary use in accordance with the materials and documentation accompanying the product.

An "ordinary use" means use of the product (i) in conformance with all applicable local, state, or federal laws, codes, and regulations (including without limitation building and/or electrical codes) and (ii) in accordance with manufacturer recommendations and/or instructions in the materials and documentation accompanying the product.

A "Schiavello Authorized Reseller" means any dealer that (i) is duly authorized by Schiavello to supply the product, (ii) is legally permitted to conduct business in the jurisdiction where the product is supplied, and (iii) supply the product new and in its original packaging.

"Single Shift" use refers to products being utilized within a standard