

Warranty

WHAT DOES THIS WARRANTY COVER:

All Visual Comfort & Co. products are guaranteed to be free from defects in design, material and workmanship, under normal use and maintenance, subject to the exclusions and limitations set forth in this Limited Warranty.

WHAT IS THE WARRANTY PERIOD:

All Visual Comfort & Co. products are warranted against failure for a period of one year from purchase. Integrated electronics and LED are warranted against failure for a period of five years or 50,000 hours from installation, whichever comes first. LED Bulbs are warranted against failure for a period of five years or 15,000 hours from installation, whichever comes first. StoneStrong material is warranted against failure for five years from installation. Energy Star® qualified products are warranted against failure for three years from installation. Rechargeable batteries inside fixtures are warranted for 1 year. Landscape Collection fixtures have a lifetime warranty on manufacturer defects in the construction, but normal warranty applies for bulbs, integrated LEDs and living finishes.

WHO DOES THIS LIMITED WARRANTY APPLY TO:

This Limited Warranty is extended to the original consumer of the fixture or fan (the "Product"), who is able to produce proof of purchase. Except as allowed below or as required by applicable law, this Limited Warranty may not be assigned or transferred. If the original purchaser is a builder, contractor, or developer who purchases and installs the Product in a newly constructed or remodeled dwelling that will be used by the then-current owner or purchaser of that dwelling as a primary or secondary home, this Limited Warranty may be assigned by the builder, contractor, or developer to the then-current owner or purchaser who uses the dwelling as a primary or secondary home. Such then-current owner or purchaser must be a natural person.

SOLE AND EXCLUSIVE REMEDY:

Visual Comfort & Co. will, at its sole discretion, repair or replace any Product proven to be defective in material, workmanship, or which fails within the warranty period. If no repair can be made and a replacement is not available, Visual Comfort & Co. will credit or refund the full purchase price.

The foregoing are the sole and exclusive remedies for any Product defect or non-conformity. By way of example, but not limitation, the following costs and expenses are not covered by this Limited Warranty: (1) labor costs for the original installation, removal, or reinstallation of the Product, or defective part thereof; (2) labor costs or material charges for the removal, reinstallation, repainting, refinishing or replacement of items (other than the Product) or building materials incurred in order to repair or replace the defective Product or component.

The repair or replacement remedies offered under this Limited Warranty are contingent on the current Product offerings of styles and construction options within our Product line at the time a warranty claim is made. If a valid warranty claim is filed for an obsolete Product, Visual Comfort & Co. reserves the right,

at its sole option, to honor its repair or replacement obligations under this Limited Warranty by replacing the affected Product or component with a new Product or component of the same or approximate style or color from the then-current Product line or offerings. If a Product or components are replaced or repaired, Visual Comfort & Co. cannot guarantee an exact match with the finish or appearance of other products or fixtures originally installed. This is due to changes that may occur during the Products' natural aging process, affecting its color.

DISCLAIMER OF OTHER WARRANTIES:

Except for the warranties set forth in this Limited Warranty, to the maximum extent permitted by applicable law, Visual Comfort & Co. disclaims all other warranties with respect to the Products, including statutory warranties of merchantability and fitness for a particular purpose. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY, VISUAL COMFORT & CO. WILL HAVE NO LIABILITY TO YOU FOR ANY PRODUCT WARRANTIES OR LIABILITIES, OR ANY STATUTORY CONDITIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES, SUCH AS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WHAT DOES THIS LIMITED WARRANTY NOT COVER:

DAMAGE:

Damage which occurs during shipment, delivery, assembly, installation, or use is not covered by this warranty. Visual Comfort & Co. will, at its sole discretion, determine whether an issue is the result of a defect or damage.

MATERIAL VARIATION:

We use many natural materials such as wood, rattan, wicker, alabaster, marble, leather, and others. Natural materials may vary in color, texture, veining, graining, and translucency. Therefore, any claim for mis-matched appearance or color is not covered by this warranty.

HANDMADE NATURE:

Many Visual Comfort & Co. products are made by hand. In many cases, every component has been individually finished by master craftsmen. Small variations between products are to be expected. Hand blown artisan glass may inherently contain small lines, waves, or bubbles. These are not defects, but evidence that each piece is a crafted work of art. Therefore, any claim for these issues is not covered by this warranty.

LIVING FINISH:

Many of our finishes are created from rich materials such as brass, iron, copper, and nickel. In many cases it is our intent to allow these finishes to continue to mature and live, while offering the ability to be maintained for a lifetime. Improper handling of these finishes could cause fingerprints and other damage. Therefore, any claim for mismatched or inconsistent finish is not covered by this warranty.

OUTDOOR USE:

Products installed outdoors or used in outdoor living spaces are subject to prolonged exposure to humidity, sunlight, pollutants, and other environmental conditions. Most surfaces may change in appearance naturally over time. Some natural materials may deteriorate. Therefore, any claim for fading, discoloration, or patina of a finish on any product used outdoors is not covered by this warranty.

WIND:

Hanging fixtures and fans are not meant for use in areas with high winds. Therefore, any claim for damage caused by not securing a hanging fixture, or sheltering fans against strong winds, is not covered by this warranty.

COASTAL ENVIRONMENT:

The environment within ten miles of a seacoast can be extremely corrosive. Even with appropriate maintenance, products installed in this environment will typically deteriorate more than products installed in other, less severe environments. Corrosion and/or deterioration is considered “normal wear” in this environment. Therefore, any claim for finish failures, or for corrosion of fixture components due to coastal environment conditions is not applicable to the fixture warranty. We offer coastal-rated fixtures and fans, as well as outdoor products made from StoneStrong™, which are designed to withstand this environment.

MODIFICATION:

Any modification or customization to any product after delivery may void this warranty. To maintain the product warranty, any modification or customization should be done by or under the direction and supervision of Visual Comfort & Co. Some field modifications, customizations, and repairs may require work to be performed in a certified and UL/ETL recognized facility.

INSTALLATION:

Any issue determined to have been caused by failure to follow assembly or installation instructions; by use components not included with product; improper or insufficient support; incompatible voltage; switches, dimmers, or systems; power surges; or other electrical issues are not covered by this warranty.

UNINTENDED USE:

Any issue determined to have been caused by use of a product in a way not intended or implied by Visual Comfort & Co. is not covered by this warranty.

HOW TO OBTAIN WARRANTY SERVICE:

To find more information, start a request for warranty service or return, or to learn about item-specific warranties, please visit our website at www.visualcomfort.com. Please carefully review the item-specific warranty details and ensure you complete and register the product warranty before use (where applicable). A dated sales receipt as proof of purchase is required to obtain benefits from this Limited

Warranty.

LIMITATION OF LIABILITY:

This warranty is not applicable to defects caused by misuse, neglect, accident, or improper operation, maintenance, storage, transportation, or handling of this product. If any violation of the expressed or implied warranty for this product occurs, the consumer is strictly limited to the remedies previously mentioned. Visual Comfort & Co. will not be held responsible for consequential or incidental damages such as transportation or shipping costs; reshipment of any repaired or replaced product; costs associated with the installation, removal, or reinstallation of the product. Please note that some states do not permit the exclusion or limitation of incidental damages, so the previous stipulation might not apply to you. This warranty grants you specific legal rights, and you might also have other rights which can differ from state to state.