

LIMITED WARRANTY

WARRANTY. Swarovski Lighting, Ltd. (“Swarovski Lighting”) warrants to the Original Purchaser of a Schonbek® or Swarovski® brand lighting fixture (the “Product”) that the Product will be free from substantial defects in material and workmanship under normal use in a residential setting for (i) ten years from the Date of Original Purchase for the Product’s structural frame, frame finish, crystals, pinning, wiring, sockets, finials, low voltage cord sets, and adhesive used to secure decorative glass buttons and glass arms, (ii) five years from the Date of Original Purchase for LED boards, and (iii) two years from the Date of Original Purchase transformers and LED drivers (together, the “Warranty Period”). When used in a non-residential setting, including in-store display, the Warranty Period for the Product shall be one year from the Date of Original Purchase. Under this Warranty, the Original Purchaser is an end user who purchases a Product from an authorized dealer, designer, or contractor. The Date of Original Purchase is the date the Original Purchaser purchased a Product not used for in-store display from an authorized dealer. In all other cases, the Date of Original Purchase is the date of purchase by the authorized dealer, designer, or contractor. This warranty is not transferable from the Original Purchaser. Proof of purchase and date thereof is required for warranty service. **This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or jurisdiction to jurisdiction.**

WARRANTY EXCLUSIONS. This Warranty does not cover damage or defects resulting from or discovered after abuse or misuse, failure to comply with the Product's maintenance, installation, operating and cleaning instructions, use with other Products, repairs, modifications or alterations performed by anyone other than Swarovski Lighting, reinstallation after initial installation by the Original Purchaser or damage occurring during shipping or transit. The Product is designed for indoor use in dry conditions, and the warranty does not cover damage or defects resulting from or discovered after outdoor use, use in high humidity or salt water environments, or exposure to direct sunlight. This warranty does not cover user-replaceable bulbs. Custom Products and installations and Products from the Swarovski Crystal Palace collection are not covered by this warranty, unless otherwise specifically agreed in a writing signed by Swarovski Lighting.

WARRANTY CLAIMS. For warranty service, you must comply with Swarovski Lighting’s Return Goods Authorization (“RGA”) process through the authorized dealer from which the Product was purchased. In the event the authorized dealer is unavailable, you may contact your regional Swarovski Lighting Customer Service Center. Contact information can be found at www.schonbek.com and/or www.architecture.swarovski.com. Prior to shipping a Product to Swarovski Lighting for warranty repair, an RGA number must be obtained from Swarovski Lighting’s Customer Service Department. Swarovski Lighting cannot accept returns without prior written authorization. You will be required to provide information on the Product, proof of purchase, the date of purchase, your shipping address, and the reason for the defect or requested return. You are responsible for payment of shipping costs to the Swarovski Lighting repair center. Please pack the Product carefully. Swarovski Lighting is not responsible for any damage during shipment.

If a defect covered by this Warranty is verified by Swarovski Lighting, Swarovski Lighting will, at its sole discretion, repair the defect or replace the Product at no charge and return the Product, postage prepaid. New, reconditioned, or alternative parts or products may be used in the warranty service. Repaired or replaced Products are warranted as described herein for the remainder of the original Warranty Period. No repair or replacement will renew or extend the Warranty period.

Material damaged in transit and claims for short shipments must be reported to Swarovski Lighting within (7) working days of receipt and noted in writing to the carrier on the receiving documents. Damaged material should be left in original cartons for inspection. Concealed damage or loss must be inspected by the carrier within (15) days after delivery and carrier’s report must be forwarded to Swarovski Lighting prior to approval. Swarovski Lighting reserves the right to have a local representative inspect the damaged goods.

DISCLAIMER OF OTHER WARRANTIES. SWAROVSKI LIGHTING HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS NOT SET FORTH ABOVE. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE APPLICABLE COMPONENT OF THIS PRODUCT, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE APPLICABLE TERM OF THE WARRANTY PERIOD. **Some states and jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. SWAROVSKI LIGHTING EXPRESSLY EXCLUDES THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. THIS CLAUSE IS NOT APPLICABLE TO RESIDENTS OF QUEBEC TO WHICH THE CONSUMER PROTECTION ACT (QUEBEC) APPLIES.**

LIMITATION OF LIABILITY. IN NO EVENT WILL SWAROVSKI LIGHTING BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR LOSS OF REVENUE OR PROFITS, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT WILL SWAROVSKI LIGHTING’S TOTAL CUMULATIVE, AGGREGATE LIABILITY, WHETHER ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EXCEED THE PRICE ACTUALLY PAID FOR THE PRODUCT FROM WHICH THE CLAIM ARISES. **Some states and jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.**