

WARRANTY

REV-A-SHELF COMPANY, LLC (“REV-A-SHELF”) WARRANTS ITS PRODUCTS (INCLUDING BUT NOT LIMITED TO THOSE WITH THE REV-A-SHELF® AND TRESCO LIGHTING® BRANDS) (HEREIN, “PRODUCTS”) TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A LIMITED PERIOD OF TIME FROM THE DATE OF ORIGINAL PURCHASE AS SPECIFIED IN THE REV-A-SHELF COMPANY, LLC LIMITED WARRANTY DURATION CHART (“DURATION CHART”) AT www.rev-a-shelf.com/our-warranty . YOU MAY ALSO CONTACT REV-A-SHELF AT 1.800.626.1126 FOR A COPY OF THE DURATION CHART. THIS WARRANTY IS LIMITED TO THE ORIGINAL END USER OF THE PRODUCTS.

BECAUSE REV-A-SHELF CANNOT CONTROL THE QUALITY OF PRODUCTS SOLD BY UNAUTHORIZED SELLERS, THIS LIMITED WARRANTY APPLIES ONLY TO PRODUCTS THAT WERE PURCHASED FROM REV-A-SHELF OR A REV-A-SHELF AUTHORIZED SELLER, UNLESS OTHERWISE PROHIBITED BY LAW. REV-A-SHELF RESERVES THE RIGHT TO REJECT WARRANTY CLAIMS FOR PRODUCTS PURCHASED FROM UNAUTHORIZED SELLERS, INCLUDING UNAUTHORIZED INTERNET SITES.

THIS LIMITED WARRANTY ALSO DOES NOT COVER ANY DEFECTS DUE TO NORMAL WEAR AND TEAR, DAMAGE DUE TO MISUSE, ALTERATION TO THE PRODUCT, NEGLIGENCE, OR FOR ANY FAILURE OF THE PRODUCTS THAT RESULTS FROM EXTERNAL CAUSES SUCH AS: ACTS OF NATURE; PHYSICAL DAMAGE; EXPOSURE TO ADVERSE OR HAZARDOUS CHEMICAL OR OTHER SUBSTANCES; USE OF REACTIVE CLEANING AGENTS AND/OR HARSH CHEMICALS TO CLEAN THE PRODUCTS; ENVIRONMENTAL CONDITIONS; VANDALISM; FIRE; POWER FAILURE, IMPROPER POWER SUPPLY, POWER SURGES OR DIPS; IMPROPER USE, INSTALLATION, HANDLING, ALTERATION, STORAGE, THE FAILURE TO ABIDE BY ANY PRODUCT CLASSIFICATIONS OR CERTIFICATIONS, OR FAILURE TO COMPLY WITH ANY APPLICABLE STANDARDS, CODES, RECOMMENDATIONS, PRODUCT SPECIFICATION SHEETS OR INSTRUCTION SHEETS BY REV-A-SHELF; FAILURES OR PERFORMANCE ISSUES ARISING FROM USE OF THE PRODUCTS WITH THIRD PARTY PRODUCTS, PROCESSES, OR MATERIALS SUPPLIED BY ANY END USER OR THIRD PARTY. THIS LIMITED WARRANTY ALSO DOES NOT COVER ANY REPLACEABLE BATTERIES INCLUDED WITH ITEMS OR CORDS OF ANY TYPE.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE STATED HEREIN. ANY IMPLIED WARRANTIES THAT MAY BE APPLICABLE TO PRODUCTS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

REV-A-SHELF SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES, DAMAGES OR EXPENSES, DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE PRODUCTS, OR FROM ANY OTHER CAUSE RELATING DIRECTLY OR INDIRECTLY THERETO, AND REV-A-SHELF'S LIABILITY IN ANY CASE IS EXPRESSLY LIMITED TO THE REPAIR OR REPLACEMENT (IN THE FORM ORIGINALLY SHIPPED) OF THE DEFECTIVE PRODUCTS, OR, AT REV-A-SHELF'S ELECTION, TO THE REPAYMENT OF, OR CREDIT OF, CLAIMANT WITH AN AMOUNT EQUAL TO THE PURCHASE PRICE OF SUCH PRODUCT, WHETHER SUCH CLAIMS ARE FOR BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE. ANY ACTION FOR DAMAGE MUST BE COMMENCED AFTER THE ACCRUAL OF THE CAUSE OF ACTION. **SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

To make a warranty claim, please contact Rev-A-Shelf at 1.800.626.1126 and be prepared to answer questions regarding the Product and its condition, the original date of purchase, and from whom you purchased the Product. Rev-A-Shelf reserves the right to request proof of purchase, in its sole discretion.

Rev-A-Shelf shall have the right to require the claimant, at claimant's expense, to return to a designated factory for inspection or repair any Product claimed to be defective. The determination of Rev-A-Shelf as to the existence of a valid claim for replacement, repair, refund, or Rev-A-Shelf credit under this warranty, shall be conclusive. Claimant shall be responsible for the labor costs in removing a defective Product. Claimant shall also be responsible for the shipping and handling costs associated with any repaired product or replacement product. In limited circumstances, Rev-A-Shelf, in its sole discretion, may waive such fees. Replacement parts shall be furnished F.O.B. factory. Any Product that is returned without production code stickers or stamps will automatically be denied under these warranty terms.

Warranty Effective Date: March 15th, 2020

DISCLAIMER

Rev-A-Shelf makes every effort to verify and ensure that our product specifications are correct and up to date. However we reserve the right to make engineering changes that affect any critical product dimension without notice. Rev-A-Shelf shall not be held liable for any cost related to such change, misprint, instruction, or product template error.