

## **SALAMANDER DESIGNS LIMITED WARRANTIES FOR RESIDENTIAL PRODUCTS**

Salamander is proud to stand behind our products with industry-leading warranties. Should you ever encounter any problem with your Salamander product, let us know. We are here to make it right.

### **A. Scope of Warranties**

These warranties are applicable, as noted, to the following products, when used only by an original consumer purchaser under normal residential household use: (1) Archetype System, Synergy System, Chameleon Collection, (2) AV Basics by Salamander Designs, (3) Custom Seating Collection, (4) Television Mounts, and (5) Electronic Accessories. Salamander products used in a commercial environment may be eligible for coverage under Salamander's commercial limited lifetime warranties, which are available at [www.salamandercommercial.com](http://www.salamandercommercial.com). All warranties described in Sections B through F are also subject to the additional limitations and conditions set forth in Sections G.

### **B. Archetype System, Synergy System, & Chameleon Collection**

Salamander warrants products in the Archetype System, Synergy System, and Chameleon Collection against manufacturing defects for the lifetime of the product. Salamander will repair or replace, at our option, any product defective in materials or craftsmanship. The limited warranty described in Section B also includes the Storage Ottoman and the Cache End Table, and may, in Salamander's reasonable discretion, include other built-to-order domestic furniture products (except for seating products or seating components of domestic furniture products).

### **C. AV Basics by Salamander Designs Limited Warranty**

The limited warranties described in Section C are applicable to AV Basics by Salamander Designs products and may, in Salamander's reasonable discretion, include other imported products.

**AV BASICS CABINETS:** Salamander warrants against manufacturing defects for two (2) years from the date of purchase. During that period, Salamander will repair or replace, at our option, any product defective in materials or craftsmanship.

**AV BASICS SEATING:** Salamander warrants against manufacturing defects on frame, springs & recline mechanism for three (3) years from the date of purchase, and warrants against manufacturing defects on electrical components and all cover material for one (1) year from the date of purchase. Salamander will repair or replace, at our option, any product defective in materials or craftsmanship.

### **D. Custom Seating Collections Limited Warranty**

The limited warranties described in Section D are applicable to the Talia, Olivia, Alex, and Matteo Seating Collections and the Jumpseat Ottoman, and may, in Salamander's reasonable discretion, include other built-to-order domestic seating products. These warranties cover the repair or replacement of any defective material as listed below:

**FRAME AND SUSPENSION:** Salamander warrants the frame and suspension against manufacturing defects for the lifetime of the product.

**RECLINING MECHANISM:** Salamander warrants the reclining mechanism against manufacturing defects for the lifetime of the product. Electrical components of power recline mechanisms are contained in a separate term of this warranty and are not implied in this portion.

**SEAT CUSHIONS:** Salamander warrants the seat cushion core from collapsing due to manufacturing defects for two (2) years from the date of purchase. Please note that all foams and composites naturally soften with use. This softening does not constitute a defect under the warranty.

**UPHOLSTERY FABRIC AND LEATHER:** Salamander warrants the fabric and leather covers due to manufacturing defects that result in seam failure, fabric separation, nap loss, leather splitting, natural scars opening, premature fading or pilling under normal conditions for one (1) year from the date of purchase. The fabric limited warranty does not apply where there is evidence of excessive soiling, improper cleaning, abuse, or where the fabric has had a chemical treatment applied by the retail dealer or the consumer.

**ELECTRONIC AND POWERED COMPONENTS:** Salamander warrants the electronic and powered components of the products covered by Section D against manufacturing defects for one (1) year from the date of purchase.

#### **E. Electronic Accessories Limited Warranty**

The limited warranties described in Section E are applicable to electronic accessories sold by Salamander. Salamander warrants against manufacturing defects for two (2) years from the date of purchase. Salamander will repair or replace, at our option, any product defective in materials or craftsmanship.

#### **F. Television Mount Limited Warranty**

The limited warranties described in Section F are applicable to television mounts sold by Salamander.

**MANUAL TV MOUNTS:** Salamander warrants against manufacturing defects for five (5) years from the date of purchase. Salamander will repair or replace, at our option, any product defective in materials or craftsmanship.

**MOTORIZED TV MOUNTS:** Salamander warrants against manufacturing defects for two (2) years from the date of purchase. Salamander will repair or replace, at our option, any product defective in materials or craftsmanship. Batteries are not covered by the warranty.

**EXPRESS WARRANTY LIMITATIONS APPLICABLE TO MANUAL AND MOTORIZED TV MOUNTS:** During mounting of the product, instructions for the installation and use of the television must be followed precisely. Correct mounting is essential. For maximum weights, screen size and correct application, please refer to the product installation instructions. Failure to comply with these requirements or the occurrence of any of the following circumstances will result in the termination of any otherwise applicable limited warranty:

- a. If the holes in the wall required for the installation of the product were not drilled in accordance with the instructions for use of the product, or if the product was not properly installed or used.
- b. If you (or third parties) – without Salamander's or your Salamander dealer's prior knowledge and permission – carried out work or repairs on the product.
- c. If a defect is the result of external causes, i.e. in the case of abnormal types of damage caused by climatological, thermal, mechanical or other external influences.
- d. If the product is not used in accordance with its intended use or if it is damaged as a result of negligence.

## **G. Express Limitations, Required Procedures, and Eligibility**

The limitations, conditions and procedures described in this Section G are applicable to all warranties described in this document.

### **1. Express Limitations**

The limited warranties herein described are in lieu of any other warranty, expressed or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. These limited warranties do not cover damages incurred in shipment, failures caused by other products not supplied by Salamander, or failures due to accident, misuse, abuse or alteration of the product. These limited warranties do not cover alterations to the appearance or performance of a product due to normal wear and tear and not attributable to a defect in materials or craftsmanship.

No warranty is provided in this document to business, commercial, rental, institutional and other non-residential users nor seating purchased from retail showroom displays, and Salamander expressly disclaims the applicability of the implied warranty of merchantability or fitness for a particular purpose as applied to such circumstances.

Salamander's sole commitment under the limited warranties described in this document, and the purchaser's exclusive recourse to Salamander under such limited warranties, shall be for the repair, or at Salamander's option, for the replacement of the defective part as provided herein. Notwithstanding the above, if replacement parts for defective materials are not available, Salamander may satisfy its commitment by providing reasonable compensation in lieu of repair or replacement. The warranties described in this document do not constitute an agreement for Salamander to be responsible for incidental or consequential damages, and such damages are expressly excluded from Salamander's warranty obligations. The above limitation may not apply in jurisdictions where, by law, incidental or consequential damages may not be limited.

If any product is deemed by Salamander in its reasonable discretion to be ineligible for coverage under the limited warranties described in this document, we are happy to provide reasonable quote for the repair or refurbishment of your furniture. Please contact us for more information.

### **2. Required Procedures and Eligibility**

All warranty claims must be made through the dealer from which the product was purchased. The dealer will contact Salamander for warranty service. An original sales order number/purchase order number must be provided by the dealer.

Following a receipt of a warranty claim from a dealer, Salamander in its sole discretion will determine the cause and nature of any defect, the necessity and manner of repair or replacement, and all other matters pertaining to the condition of the product.

Products for which a warranty claim is made must be given express return authorization by Salamander prior to shipment of the product to Salamander, and Salamander may grant return authorizations in its sole but reasonable discretion. All products for which return authorization is given must be returned to Salamander, in the original carton and packing materials. Any damage incurred in a shipment not in original packing shall be the responsibility of the purchaser. This warranty gives you specific legal rights and you may also have other rights that could vary in your area.

Should a consumer be entitled to receive a repair or replacement under this warranty, Salamander will pay the cost of labor, handling and shipping to the consumer for two (2) years from the date of purchase by the original purchaser. After that date, the purchaser will be responsible for these costs.

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