

WARRANTY

The distributor offers the following limited lifetime warranty to the Original Purchaser of a Ceiling Fan: if the Fan's motor or motor-related parts should fail due to what the distributor, in its sole discretion, determines to be a defect in material or workmanship, the distributor will, at its option, either repair or replace the defective part free of charge.

Except as provided below, for one (1) year following the purchase date, if any part other than the motor or motor-related parts, including, but not limited to, blades, light kits, downrods, switches, housing, or finish should fail due to what the distributor, in its sole discretion, determines to be a defect in material or workmanship, the distributor, at its option, will repair or replace the defective part free of charge.

To replace a Product that has a warranted defect, the Original Purchaser shall return any allegedly defective parts or Products to the authorized distributor the Product was purchased from with PROOF OF PURCHASE, Original Purchaser's name and return address, and a description of the claimed Product defect.

If any of the warranted Products are found by the distributor, in its sole discretion, to be defective, such Products will, at the distributor's sole option and cost, be replaced, repaired or refunded less an amount directly attributable to Original Purchaser's prior use of the Product. The distributor will return the repaired or replaced Product prepaid freight. This warranty does not cover labor or other costs or expenses to remove or install any defective, repaired or replaced Product.

The parties hereto expressly agree that Original Purchaser's sole and exclusive remedy against the distributor shall be for the repair, replacement or refund of defective Products as provided herein. This warranty extends only to Product ownership by the Original Purchaser; is not transferable whether to heirs, subsequent owners, or otherwise; and is void if the Original Purchaser ceases to own the Product.

This warranty does not apply to any Products that have been subjected to misuse, mishandling, misapplication, connected to voltage at more than 5% above standard North American Voltage, unusual use (including but not limited to use in an environment where the annual average ambient operating temperature is below 27 or above 95 degrees Fahrenheit), neglect (including but not limited to improper maintenance), accident, acts of god such as high winds, improper installation or care, failure to follow the Product's written instructions for normal use and care, improper packaging of Products returned to the distributor, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair. Significant Product exposure to chemicals, harsh cleaners, salt water or salt air will void any and all warranties on exterior finishes. Notwithstanding the foregoing, Climates products are warranted against exposure to natural environmental elements but are not warranted against chemicals and harsh cleaners. This warranty only applies when all components, including controls, have been provided by Kichler. Substituting another manufacturer's product and/or components will render the warranty completely void.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR INFRINGEMENT. ORIGINAL PURCHASER SHALL IN NO EVENT BE ENTITLED TO, AND THE DISTRIBUTOR SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFIT, PROMOTIONAL AND/OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION AND/OR LOSS OF CUSTOMERS.