



Flos S.p.A. Warranty

Flos S.p.A. ("Flos") warrants that its product is free from material defects in materials and workmanship, excluding the specific limitations set forth below.

During the warranty period, after reasonable inspection by Flos, Flos U.S.A. Incorporated ("Flos USA") or an authorized retailer of Flos products ("Authorized Retailer"), should a product be deemed defective as a result of a defect in materials or workmanship, Flos, at its election will: (1) subject to availability, replace the defective product with the same model, or a later model of the product or (2) repair defective product at no cost to the purchaser; provided, however, that Flos will not be liable for shipping costs or installation labor costs associated with the return or replacement of defective product. If identical materials are not available at the time of repair or replacement, Flos may substitute materials of comparable quality. Replacement parts or repairs are warranted for the remainder of the original warranty period. Flos does not guarantee that the repaired/replaced product shall be consistent in performance with the defective product (including, without limitation, in terms of color-brightness and evenness).

This warranty extends to the purchaser(s) of eligible product, beginning on the date of purchase from Flos, Flos USA or an Authorized Retailer and remaining in effect for one (1) year thereafter. This warranty is only effective for purchases of product made in the United States of America and Canada and purchased directly from Flos, Flos USA or an Authorized Retailer.

This limited warranty does not cover defects or damages resulting from the following circumstances: (i) accident, misuse, abuse, neglect, unusual physical stress, alteration, improper operation, maintenance, handling or installation of the product, incorrect electrical current or voltage; (ii) original identification information of the product has been altered, obliterated, or removed; (iii) incorrect or inadequate maintenance, cleaning or care; (iv) normal wear and tear of the components due to use; (v) natural degrading and color shift of light emitting diodes in the course of use; (vi) loss of functionality of the product in highly corrosive environments or due to exposure to conditions beyond performance and design specifications; (vii) the product has been operated under conditions other than those advised in respective product brochures or user manuals; (viii) exposure of the product to hot or cold temperatures, wet environments, inappropriate climate conditions, including but not limited to, rain and humidity; (ix) repairs made by third parties not authorized by Flos; (x) use of materials and/or spare parts that are not compatible with the product; and (xi) product failure caused by factors other than defective workmanship or material, including but not limited to, transportation or handling and environmental conditions. This limited warranty does not apply to (i) any product that was, at any time, used as a floor sample or display model; (ii) any product purchased "as-is"; (iii) any product purchased from Flos, Flos USA or an Authorized Retailer that was manufactured by a third party; or (iv) slight deviations from the specified quality that do not affect the value and functionality of the product. Due to the inherent properties of light emitting diodes, Flos does not warrant that the functioning and performance of the Product, after being serviced by Flos whether under the warranty or otherwise, will be fully restored to its previous working condition. In addition to the foregoing, hardware utilized in conjunction with the product, which is subject to a manufacturer's warranty is expressly excluded from this warranty.

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The limited warranty set forth in this document is the only express warranty (whether written or oral) applicable to the product within the United States of America and Canada, and Flos reserves the right to amend the conditions of the Warranty without notice.

THE FOREGOING WARRANTY SHALL NOT EXCEED IN DURATION THE TERM SET FORTH HEREIN AND IS IN LIEU OF ALL OTHER WARRANTIES. FLOS MAKES NO ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY OF ITS PRODUCTS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED, NOR DO THEY WARRANT THAT THE PRODUCT DOES NOT INFRINGE UPON THE PATENT, COPYRIGHT, OR TRADEMARK OF ANY THIRD PARTY. FLOS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE PRODUCT, AND IN NO EVENT SHALL FLOS'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT. ALTHOUGH THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE. Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation of the duration of an implied warranty, so the above limitations or exclusions may not apply to you.

For further information, or to make a claim within your warranty period, please check our website www.flos.com or write to Flos S.p.A., Via A. Faini 2, 25073 Bovezzo (BS) Italy.

CLAIMS UNDER THIS WARRANTY MUST BE MADE WITHIN 60 DAYS OF THE APPEARANCE OF A DEFECT. All warranty claims must be made in writing and sent to the above address, via certified mail, return receipt requested. Please include a copy of the original receipt or invoice, as well as a description of the defect including as much information as possible about the defective product as possible (such as product numbers or styles). In case of a dispute, Flos reserves the right to make the final decision on all matters, including but not limited, to the period of the warranty applicable to the product.