## HUBBARDTON FORGE.

## **COMMERCIAL LIMITED WARRANTY**

On the terms and conditions set forth below, Hubbardton Forge, LLC ("Hubbardton Forge") warrants, for commercial applications only, that its products are free from defects in workmanship. If a Hubbardton Forge product proves otherwise, Hubbardton Forge, at its sole option, will: (i) repair it; (ii) replace it; or (iii) refund the purchase price. This limited warranty extends to the original purchaser only, and applies for a period of five (5) years from the date of original purchase (in the case of a repair or replacement, the limited warranty will apply for the balance of the original five (5) year warranty period or, if longer, for ninety (90) days from delivery of the repaired or replaced product).

Our products are handmade and therefore variations in dimensions, color and finish are normal.

There are some important exceptions and exclusions: this limited warranty does not apply to ordinary wear and tear, including normal fading, or for damage caused by accident, lack of reasonable care, water damage, flooding, fire, explosion, earth movement (including earthquake), improper installation, improper lamping, improper input voltage, improper dimming, alteration, or abuse. Glass, shades, electrical and articulating components are warranted for two (2) years. Electrical components, include but are not limited to, sockets, ballasts, drivers, integrated LED components, transformers and dimmers. Articulating components include, but are not limited to, swing arms, swivels and gears. The warranty does not include light bulbs (lamps), that are not products manufactured by Hubbardton Forge and are supplied by Hubbardton Forge only as a service.

The outdoor environment can be extremely corrosive. Hubbardton Forge has developed a series of coastal finishes for use in the outdoors. This Limited Warranty will only cover finish defects on outdoor products using our coastal finishes.

To obtain service under this limited warranty, the original purchaser or owner must complete and submit a warranty claim form (the form and instructions are available from commercial@vtforge.com). Hubbardton Forge then will advise if the product will be inspected on site or must be returned to Hubbardton Forge for inspection. Any authorized return will be completed via a call tag initiated by Hubbardton Forge. Following inspection, Hubbardton Forge will determine if the product qualifies for repair, replacement or refund under this limited warranty; if it does, Hubbardton Forge will promptly deliver the repaired product, the replacement or the refund. Return freight will be at the cost of Hubbardton Forge. All products or parts that are replaced, or for which a refund is provided, become the property of Hubbardton Forge. Any product that does not qualify will be sent back at the cost of the original purchaser.

TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING LIMITED WARRANTY AND REMEDIES ARE EXCLUSIVE, AND HUBBARDTON FORGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE FULL EXTENT ALLOWED BY LAW, HUBBARDTON FORGE EXCLUDES AND EXPRESSLY DISCLAIMS LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR ANY CONSEQUENTIAL, INDIRECT INCIDENTAL OR SPECIAL DAMAGES OF ANY NATURE ARISING OUT OF THE SALE, INSTALLATION, MAINTENANCE, USE OR FAILURE OF ANY HUBBARDTON FORGE PRODUCT, EVEN IF HUBBARDTON FORGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, AND HUBBARDTON FORGE LIMITS ITS LIABILITY TO REPLACEMENT, REPAIR OR REFUND OF THE PURCHASE PRICE PAID, AT HUBBARDTON FORGE'S OPTION.

SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT ALWAYS APPLY. THIS WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. SOME CUSTOMERS MAY HAVE OTHER RIGHTS, THAT VARY FROM STATE TO STATE.

No representative or employee of Hubbardton Forge is authorized to make any modification or addition to this limited warranty.

For more information contact our Commercial Department at 866-398-1530 or commercial@vtforge.com.