

# Conditional Warranty

## DESCRIPTION OF MECHANICAL WARRANTY

Subject to the terms and conditions of this Warranty. Longleaf Collection warrants that all products mechanical operations should be free from defects in materials, workmanship and operation for 10 years of the applicable product when used in residential application - commercial applications are warranted for one year.

## DESCRIPTION OF FINISHES WARRANTY

Subject to the terms and conditions of this Warranty. Longleaf Collection warrants that all products coated finishes will be free from defects in material workmanship and from tarnishing, flaking, pitting and discoloration for the lifetime of the product when used in a residential application. Coated finishes are warranted for one year when in commercial application. LONGLEAF COLLECTION HEREBY DISCLOSES THAT ALL OPEN FINISHES ARE SUBJECT TO CHANGE IN APPEARANCES WITH TIME AND WITH THE EFFECTS OF DIFFERENT CLIMACTIC CONDITIONS. OPEN FINISHES, AS EXPECTED, GRACEFULLY CHANGE WITH TIME. The conditional finish warranty does not cover open finishes.

## EXCLUSIONS FROM WARRANTY

1. Longleaf Collection produces its products in accordance to the highest standards of quality and excellence. All products are manufactured, where applicable, with the highest quality brass; however these products are susceptible to surface indentations and imperfections due to the nature of the material and the design and crafting of the product. These indentations and imperfections do not disqualify the product from being considered as the highest quality obtainable. Longleaf Collection is committed to producing each product to the most stringent human standards of quality and excellence, however, all final decisions concerning quality and excellence remain exclusively in the discretion of Longleaf Collection.
2. Any Longleaf Collection product which has been damaged as a result of installation contrary to any of Longleaf Collection's written installation instructions are not covered by this Warranty.
3. Any Longleaf Collection product which has been modified by an non Longleaf Collection supplied component is not covered by this Warranty.
4. Any Longleaf Collection product having a defect caused by neglect, misuse, abuse or unreasonable of extraordinary use or maintenance is not covered by this Warranty.

## REMEDIES

If a claim is made under this Warranty and, if after investigation by Longleaf Collection, proves to be valid, Longleaf Collection will, at its sole option, either repair or replace the defective product. Upon such repair or replacement, the original remaining Warranty period will continue in effect and be applicable to the repaired, or replacement Longleaf Collection product. If a Longleaf Collection product has been discontinued at the time of repair or replacement, or if Longleaf Collection determines, in its sole discretion, that such repair or replacement is inappropriate, Longleaf Collection reserves the right to refund the original purchase price of the product. LONGLEAF COLLECTION SHALL NOT BE LIABLE OR OBLIGATED FOR LABOR OR OTHER COSTS RELATED TO INSTALLATION, REPAIR OR REPLACEMENT OR FOR LOSS OF, OR DAMAGE TO, ANY MATERIAL WHICH IS NOT SOLD BY LONGLEAF COLLECTION.

## WARRANTY CLAIMS

All claims and other communications under this Warranty must be made to the claimant's Longleaf Collection dealer or retailer. Each claim must be in writing, briefly describing the defect, and be accompanied by proof of purchase. The claimant must provide to his or her Longleaf Collection dealer or retailer that other information and evidence reasonably required by Longleaf Collection and, if requested, must permit inspection of the product by Longleaf Collection or its representatives. If, after investigation, Longleaf Collection determines that the claim is valid, the remedy will be performed by or on behalf Longleaf Collection in accordance with the above heading, "REMEDIES".

## LIMITATIONS OF LIABILITY

Except as expressly provided in this Warranty to the contrary, LONGLEAF COLLECTION MAKES NO, DISCLAIMS ALL, WARRANTIES, REPRESENTATIONS AND GUARANTEES (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES, EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATION ON THE LENGTH OF AN IMPLIED WARRANTY, AND THEREFORE SOME OR ALL OF THE LAST SENTENCE UNDER THE ABOVE HEADING, "REMEDIES", AND THE IMMEDIATELY PROCEEDING TWO SENTENCES MAY NOT APPLY. This Warranty is the only express warranty provided by Longleaf Collection. No employee, representative or agent nor any other person has authority to assume or incur on the behalf of Longleaf Collection any obligation or liability in place of or in addition to this Warranty. This Warranty provides specific legal rights, and other rights, which vary from state to state, may be available.