



MEDIA DÉCOR LLC – LIMITED WARRANTY
Allure, Elite and Illusion Series Moving Art

SCOPE: This limited warranty covers Media Décor’s motorized art units (QC Elite & Illusion units). Customer acknowledges that purchase and use of the units constitutes acceptance of all terms and conditions of this warranty.

PARTS: Media Décor warrants that the Electronic Drive Unit (Lutron Sivoia QED) will be free from manufacturing defects from the date of shipment for a period of eight (8) years. If any manufacturing defect exists in the Electronic Drive Unit, so long as the customer promptly notifies Media Décor of the defect within the eight year warranty period and, if requested by Media Décor, returns the defective part(s), Media Décor will, at its option, either repair the defective part(s) or issue a credit to the Customer against the purchase price of comparable replacement part(s) purchased from Media Décor as provided below:

<u>Number of Years from Date of Shipment</u>	<u>Percentage of Cost of Replacement Parts Credited by Media Décor</u>
• Up to two (2)	100%
• More than two (2) but not more than five (5)	50%
• More than five (5) but not more than eight (8)	25%
• More than eight (8)	0%

Media Décor warrants that the External QED Components (wall controls, interfaces and any system accessories) will be free from manufacturing defects from the date of shipment for a period of one (1) year. If any manufacturing defect exists in the External QED Components, so long as the customer promptly notifies Media Décor of the defect within the one year warranty period and, if requested by Media Décor, returns the defective part(s), Media Décor will, at its option, either repair the defective part(s) or provide comparable replacement parts. Replacement parts for the Electronic Drive Unit and Components provided by Media Décor or, at its sole discretion, an approved vendor may be new, used, repaired/reconditioned and/or made by a different manufacturer.

Media Décor warrants that the Metal Structure, Giclee Canvas and Art Frame will be free from manufacturing defects from the date of shipment for a period of one (1) year. If any manufacturing defect exists in Metal Structure, Giclee Canvas and/or Art Frame, so long as the customer promptly notifies Media Décor of the defect within the one year warranty period and, if requested by Media Décor, returns the defective part(s), Media Décor will, at its option, either repair the defective part(s) or provide comparable replacement parts.

EXCLUSIONS AND RESTRICTIONS: This Warranty will be void, and Media Décor will have no responsibility under this Warranty, if Media Décor or its representatives cannot access any Components to inspect, diagnose problems or repair Units as a result of concealment or inaccessibility of such Units or Components within a building structure. This Warranty only covers failure due to defects in materials and workmanship that occur during normal use and does not cover normal maintenance.

This Warranty does not cover, and Media Décor is not responsible for:

- Damage, malfunction or inoperability diagnosed by Media Décor or a Media Décor approved third party as caused by normal wear and tear, abuse, misuse, incorrect installation, neglect, accident, interference or environmental factors, such as (a) use of incorrect line voltage fuses or circuit breakers; (b) failure to install, maintain and operate the Unit and Components pursuant to the installation and operating instructions provided by Media Décor and the applicable provisions of the National Electrical Code and of the Safety Standards of Underwriter’s Laboratories; (c) use of incompatible devices or accessories; (d) improper or insufficient ventilation; (e) unauthorized repairs or adjustments or alterations; (f) vandalism; (g) an act of God, such as fire, lightning, flooding, tornado, earthquake, hurricane or other problems beyond Media Décor’s control; or (h) direct exposure to corrosive materials.
- On-site labor costs to diagnose issues with, and remove, repair, replace, adjust, reinstall and/or reprogram the Unit or any of its Components.
- Non Media Décor Components and equipment external to the Unit.
- The cost of repairing or replacing other property that is damaged when any Unit does not work properly, even if the damage was caused by the Unit.
- MEDIA DÉCOR IS NOT RESPONSIBLE FOR DAMAGE THAT RESULTS FROM THE UNIT BEING IMPROPERLY STORED, LEFT UNOPENED IN THE SHIPPING BOX OR NOT INSTALLED AND TESTED WITHIN 14 DAYS OF RECEIPT OF THE UNIT. THE RESELLER MUST INSPECT THE UNIT UPON RECEIPT AND PROMPTLY INFORM MEDIA DÉCOR OF ANY DAMAGE.
- DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM IMPROPER INSTALLATION OR SET UP IS SPECIFICALLY EXCLUDED FROM COVERAGE UNDER THIS WARRANTY. INSTALLATION AND SET UP WORK MUST BE PERFORMED ONLY BY AN AUTHORIZED MEDIA DÉCOR DEALER OR INSTALLER TO PROTECT YOUR RIGHTS UNDER THIS WARRANTY. THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF THE FITNESS FOR A PARTICULAR PURPOSE AND LIMITED TO THE ABOVE MENTIONED PERIODS FROM THE DATE OF SHIPMENT. IN NO EVENT WILL MEDIA DÉCOR OR ANY OTHER PARTY BE LIABLE FOR EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO DAMAGES FOR PERSONAL INJURY, FAILURE TO MEET ANY DUTY, INCLUDING OF GOOD FAITH OR REASONABLE CARE, NEGLIGENCE, OR ANY OTHER LOSS WHATSOEVER), NOR FOR ANY REPAIR WORK UNDERTAKEN WITHOUT MEDIA DÉCOR’S PRIOR WRITTEN CONSENT ARISING OUT OF OR IN ANY WAY RELATED TO THE INSTALLATION, DEINSTALLATION, USE OF OR INABILITY TO USE THE UNIT OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS WARRANTY, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF MEDIA DÉCOR OR ANY OTHER PARTY, AND EVEN IF MEDIA DÉCOR OR SUCH OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NONWITHSTANDING ANY DAMAGES THAT CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DIRECT DAMAGES AND ALL DAMAGES LISTED ABOVE), THE ENTIRE LIABILITY OF MEDIA DÉCOR AND OF ALL OTHER PARTIES UNDER THIS WARRANTY ON ANY CLAIM FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, SALE, INSTALLATION, DELIVERY, USE, REPAIR, OR REPLACEMENT OF THE UNIT, AND CUSTOMER’S SOLE REMEDY FOR THE FOREGOING, WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER FOR THE SYSTEM. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY FOR THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

EFFECTIVE WARRANTY DATE:

This warranty begins on the effective date of shipment to the authorized Media Décor dealer or installer.

WARRANTY CLAIMS, TECHNICAL ASSISTANCE AND WARRANTY INFORMATION:

Repairs made under the terms of this Warranty covering your Unit will be performed at the location of the product, during usual working hours, provided the location is within normal operating distance from an authorized Media Décor representative. If, at the sole discretion of Media Décor, the location of the product to be repaired is beyond such normal operating distance, it is the owner’s responsibility to arrange for prepaid shipment of the product for repair and return shipment. Contact Media Décor at the numbers provided below or your local authorized Media Décor dealer or installer with questions concerning the installation or operation of the Unit or this Warranty, or to make a Warranty claim. Please provide the Unit serial number when calling.

Tel: 954 524 1104
 Fax: 954 524 9270
 Email: info@mediadecor
<http://www.mediadecor.com>