

WARRANTY GENERAL INFORMATION

1. SCOPE AND WARRANTY PERIOD

- 1.1 **ECLISSE S.r.l.**, a company with its registered office at Via Giovanni Pascoli, 7 - 31053 Pieve di Soligo (TV) - Certified e-mail (PEC): eclisse@pec.tuni.it, (hereinafter referred to ECLISSE) grants to the end-user, in addition to the warranty provided for by law, an additional warranty (hereinafter, the Warranty) in relation to the following ECLISSE branded **Products**:

	Warranty Period
a) Sliding pocket door systems - metallic parts of the pocket-frame in galvanised steel or aluminium - runners - sliding tracks in anodised aluminium alloy 6060 (10 µm)	12 years, from the date of purchase
b) Frames for swing doors - metallic parts of the frame in anodised aluminium	12 years, from the date of purchase
c) Frames for flush wall closures - metallic parts of the frame in anodised aluminium	12 years, from the date of purchase

With respect to all other products sold by ECLISSE, the statutory warranty shall apply.

- 1.2 The rights under this Warranty shall not prejudice but are in addition to the rights granted by law to end-users arising from the purchase of an ECLISSE product.
- 1.3 "End user" means the natural or legal person who owns the ECLISSE product and has not purchased it for the purpose of resale.
- 1.4 This version of the ECLISSE Product Warranty shall apply as from **01/06/2022**.

2. WHAT IS COVERED BY THE WARRANTY AND AVAILABLE REMEDIES

This Warranty is valid and covers defects arising from the design and workmanship of the product, including the materials used in its manufacture.

During the valid Warranty period and subject to the conditions provided therein, upon ascertaining the existence of the reported defect, ECLISSE undertakes to replace or repair free of charge, at its own discretion, the parts, components and/or accessories that are found to be defective. Replacement components shall be delivered free of shipping charges ex reseller.

3. WHAT IS NOT COVERED BY THE WARRANTY

This Warranty shall not apply in cases where the defect results directly or indirectly from:

- accidental breakage due to damage or distortion caused by impacts or pressure during transport;
- incorrect installation or assembly of the Products (e.g. the assembly instructions contained in all the packaging of the Products are not followed or the installation is not carried out in a workmanlike manner);
- installation of the Products in locations that do not comply with the specifications provided by ECLISSE;
- aesthetic factors (e.g. buckling, bending or repairs as a result of incorrect installation);
- improper or non-conforming use of the products with respect to the instructions provided by ECLISSE (e.g. any form of improper handling, non-compliance with the requirements set out in the Product maintenance instructions and/or data sheets);
- construction defects or faulty construction design (e.g. structural damage due to subsidence of the wall structure), for which ECLISSE is not responsible;
- tampering, modifications, customisations, adjustments or repairs of the Product (or its components thereof) carried out by unauthorised personnel;
- use of non-compatible spare parts or accessories (e.g. runners and/or sliding rails);
- changes that the materials used are naturally subject to;
- deterioration due to sunlight, condensation, acid rain, salt water splashes or other circumstances that have a corrosive or modifying effect on the materials.

This Warranty is without prejudice to the rights of the end-user, and under which any attempt to limit or exclude the liability of ECLISSE would be ineffective. It is understood that ECLISSE does not accept any liability under this Warranty or otherwise for any loss of profit or any loss arising, whether directly or indirectly, from or in connection with a claim made under this Warranty.

ECLISSE shall not be liable for any losses caused directly or indirectly by events beyond ECLISSE's control (e.g. trade union disputes, fires, wars, acts of terrorism, import restrictions, political uprisings, natural events, vandalism and other circumstances of force majeure). ECLISSE shall not be not liable for products of third parties which, even if sold or displayed together with the ECLISSE's products, are not covered by the Warranty.

Furthermore, the use and/or installation of defective Products shall preclude the right to make complaints or claims.

Any components that are replaced or repaired during the initial warranty period (paragraph 1.1), shall be covered by a warranty for the same period as this warranty (12 years for sliding pocket door systems, frames for swing doors, frames for space saving doors and aesthetic doors and equal to the term of the statutory warranty with respect to all other products).

All components that are replaced or repaired after the initial warranty period shall be covered by a warranty for the same term as the statutory warranty.

4. WARRANTY CLAIM PROCEDURE

To claim under the Warranty, the end-user shall promptly report the defect by providing evidence (e.g. by making available the part whose non-conformity is alleged or by sending videos and/or photographs) solely and exclusively to the reseller from which the ECLISSE Product was purchased. The reseller shall, within 8 (eight) days, report the defect to ECLISSE which, having acknowledged the evidence provided, shall carry out the necessary checks and take decisions regarding the request for the repair or replacement of the Product.

In the event that the reseller from which the ECLISSE Product was purchased is no longer an ECLISSE reseller, please contact ECLISSE directly for the names of the nearest resellers.

The Warranty Period shall start on the date that the ECLISSE Product is purchased from an ECLISSE reseller, which should be evidenced by the original receipt/tax receipt or invoice issued by the reseller. If the purchase cannot be proven, the Warranty Period shall start from the date of manufacture.

ECLISSE S.r.l.

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