

Warranty & Liability

1. Subject to the Conditions set out below Spaceform Srl warrants that the Goods will correspond to their specification at the time of delivery and will be free from defects in material and workmanship for a period of five years from delivery under standard 8 hours per day, office use. 24/7 use will be limited to a 12 months warranty unless otherwise stated.

2. The above warranty is given by Spaceform Srl subject to the following conditions:

2.1 Spaceform Srl shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

2.2 Spaceform Srl shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Spaceform Srl instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Spaceform Srl approval;

2.3 Spaceform shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the Total price of the Goods has not been paid by the due date for payment;

2.4 The above warranty does not extend to parts, materials or equipment not manufactured by Spaceform Srl, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

3. Spaceform Srl does not warrant:

- Natural variations in wood grain or figure or the presence of character marks
- Changes in surface finishes, including colourfastness, due to aging or exposure to light
- Marks, scars, or wrinkles occurring naturally in leather
- Veins, marks, voids, fissures, or cracks found naturally in stone

4. In addition, Spaceform Srl does not warrant:

- Failure resulting from normal wear and tear
- Pilling of textiles
- The matching of colours, grains, or textures of natural materials
- The colourfastness or the matching of colours of textiles, including an exact match to cuttings, samples, or to swatch cards
- Damage, marking, or staining of veneer surfaces due to contact with rubber or similar compounds; damage from sharp objects or imprinting from writing instruments, or prolonged exposure to direct sunlight
- Changes in the decibel level of motors or mechanisms utilized in height adjustable products
- Damage or marking of materials caused by sharp objects
- Discoloration of Lyris, Lyris 2, and any light-coloured textiles due to soiling, stains, or dye transfer from clothing including denim
- Foreign objects abrading fabric over time

Spaceform Srl tests Customer's Own Material (COM) and other customer-supplied items for manufacturing quality only and does not provide any warranty with regard to these materials.

Spaceform Srl does not warrant products that are exposed to extreme environmental conditions or that have been subject to improper storage.

Spaceform Srl products meet the requirements of national and specific local codes as stated in the price books and other written publications.

5. Any claim of the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to Spaceform Srl in writing within 5 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after the discovery of the defect or failure. If delivery is not refused, and the buyer does not notify Spaceform Srl accordingly, the Buyer shall not be entitled to reject the Goods and Spaceform Srl shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the goods had been delivered in accordance with the Contract.

6. Where any valid claim in respect of any of the Goods which is based on any defect in quality or condition of the Goods or their failure to meet specification is notified to Spaceform Srl in accordance with these Conditions, Spaceform Srl shall be entitled to repair or replace the Goods (or the part in question) free of charge or, at Spaceform Srl sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but Spaceform Srl shall have no further liability to the Buyer.

7. Except in respect of death or personal injury caused by Spaceform Srl negligence, Spaceform Srl shall not be liable to the Buyer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Spaceform Srl, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of Spaceform Srl under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.