

Warranty Policy

The 30-Day Limited Warranty

Kybele Décor offers a thirty (30) day limited warranty on most of its furniture covering manufacturer defects in workmanship and material. This limited warranty applies to the original purchaser of the product and is not transferable.

Kybele Décor warrants to the consumer, who makes the original purchase of Kybele Décor products, a limited warranty against defects in the material or workmanship of furniture components. Kybele Décor will repair or replace any piece of furniture, which is defective in material or workmanship. As used in this warranty, defects are defined as meaning imperfections in components, which substantially impair the usability of the product.

Your Kybele Décor furniture requires some routine maintenance. Please take care to treat your Kybele Décor furniture like the fine product it is. Proper care and use are essential to preserving your rights under this warranty.

Authorized Retailer

This warranty protects you only when you purchase Kybele Decor products from an Authorized Kybele Décor Retailer.

Inclusions and Exclusions?

The Kybele Decor Limited Warranty covers defects in material and workmanship in all Kybele Decor furniture, subject to the exceptions below.

The following are not covered as part of the Kybele Decor Limited Warranty:

- Accidental damage and normal wear and tear from in-home use.
- Damage resulting from neglect or abuse. Kybele Decor will assess the product for neglect or abuse and decide at its own discretion.
- Furniture used for commercial or institutional purposes including but not limited to home daycare, business and rental purposes, and property staging.
- Accessories or clearance and floor model furniture sold "as-is". There is no exchange, refund, return or service for "as-is" items

Additional items that are not covered or that may void the Kybele Decor Limited Warranty include:

- Customer modifications.
- Fabric damage due to fabric protection application.
- Colorfastness or dye lot variations of fabrics.
- Damage caused by neglect, abuse, misuse, improper storage, or accidents.
- Any condition resulting from incorrect or inadequate maintenance, cleaning or care including but not limited to pet hair, mold, bug infestation, water damage.
- Non-residential use.

- Use for which the product was not designed or intended.
- Settling of cushions due to normal wear and tear.
- Piling, wrinkling and seam separation due to normal wear and tear.
- Commercial use.
- Fabric fading or discoloration due to exposure to elements including but not limited to sunlight.
- Water damage to chipboard and wooden components.
- Natural wood grain characteristics.

This limited warranty gives you specific legal rights, and you may also have other rights which vary from State to State. The limited warranty does not cover any implied warranties beyond the length of this limited warranty, and it does not cover consequential or incidental damage. Some States do not allow limitations on how long an implied warranty last, so the above limitation may not apply to you. Some states also do not allow the limitation or exclusion of incidental or consequential damage, so this limitation or exclusion may not apply to you as well.

Household Use

This warranty applies only when you have purchased a Kybele Decor product for your own normal indoor household use (including use as a gift to another for household purposes) and not for resale or commercial use, which includes rental, business, and institutional or other non-residential use.

Normal Use

This warranty applies under conditions of normal use only. This warranty does not apply to defects that result from accident, misuse or abuse, intentional damage, fire, flood, alteration or modification of the product, negligence, exposure, or use of the product in a manner inconsistent with its intended use.

Additionally, this warranty does not cover damage resulting from inadequate maintenance, cleaning, or care or any condition resulting from other than ordinary residential wear or from any use for which the product was not designed.

Special Warning for Floating TV Units

The wall mounted TV Units (known as "floating") are designed to carry the load of the unit itself and the electronic devices that will be connected to the wall mounted TV's. These units are not designed to carry the load of the TV itself. If the TV's are placed directly on the floating TV unit, the unit will fall down and cause personal and property damage.

Kybele Décor limited warranty does not cover any of these misuse damage.

Original Purchaser

This warranty applies only if the product continues to be held for use by the original purchaser. The warranty cannot be transferred to subsequent owners or users of the product, and it shall be immediately invalidated if the product is resold, transferred, leased or rented to any third party or person other than the original owner.

Product Modification

Any product modification by dealer, consumer, or other parties not authorized by Kybele Décor will void this warranty.

Differences

Because of craftsmanship and use of natural materials in Kybele Décor products, minor variations can occur from piece to piece, as in the matching of color, grain, or texture of wood.

Transportation

Partial damage occurring during or arising from delivery that requires a replacement part will be covered by Kybele Décor and replacement parts will be sent in Kybele Décor's expense only in 30 (thirty) days of purchase.

CLAIMS

Any claim against this warranty must be presented in writing to the Authorized Kybele Décor Retailer. The Authorized Kybele Décor Retailer will then contact Kybele Décor. If Kybele Décor determines that replacement is impractical you will be furnished a substitute unit of the same or similar color, design, style and quality. It may be necessary for Kybele Décor to arrange for an inspection of your furniture to determine whether a manufacturing defect exists.

OTHER

THERE ARE NO WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH ABOVE. Kybele Décor EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATIONS OF DAMAGES: THE WARRANTIES AND REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL, WRITTEN, EXPRESS OR IMPLIED, IN NO EVENT WILL Kybele Décor BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT. IN NO EVENT WILL Kybele Décor's RESPONSIBILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT OR ITS REPLACEMENT.

This warranty gives you specific legal rights, and you may also have other rights, which vary, from state to state. Except for such other rights, the remedies provided under this warranty state the limit of Kybele Décor's responsibilities.