



KOVA

LETTER OF WARRANTY

Privacy Pods & Modular Conference Rooms

KATERRA LIMITED WARRANTY

Product Category: Privacy Pods & Modular Conference Rooms

Katerra offers a 2-year limited warranty against defects in material and workmanship on our KOVA privacy pods and modular conference rooms. The warranty start date begins on the date of delivery.

Subject to the terms and conditions listed below, Katerra will repair, provide a replacement part or product, or refund the original purchase price for defective products during the warranty period. The decision to resolve warranty defects by repair, replacement, or refund will be made at Katerra's sole discretion. Katerra recommends using a qualified professional for all installations or repairs.

THE FOLLOWING CONDITIONS ARE NOT COVERED BY THIS LIMITED WARRANTY:

1. Faults or damage caused by installation error, improper maintenance, neglect, altering, tampering, or careless operation or handling of the products that are not in accordance with Katerra instructions or specifications, or if it is used for other than the intended purpose after the product has been delivered and accepted by the receiving party – whether performed by a contractor, service company, or yourself.
2. Damage caused by using cleaners not in compliance with cleaning recommendations.
3. Normal wear and tear due to the normal aging of the product, including parts that are expected to deteriorate over time. Gloss reduction, scratching, abrasions, deterioration (due to the use of paints, solvents, or other chemicals), staining or alkaline etching of the finish over time due to use, cleaning practices, or water or atmospheric conditions, are not manufacturing defects but are indicative of normal wear and tear.
4. Temporary marks on the product including but not limited to metal marks, fingerprints, smudges, or other temporary marks.
5. Sunlight, smoke, household cleaners, and other environmental conditions may also affect the color match over time. These variations are the nature of the material in relation to their environmental exposure and are not manufacturing defects.
6. Consumable parts designed to be replaced over time during the life of the covered product. Including, but not limited to, batteries, bulbs, and fuses.
7. Failure of the product to perform during power failures, interruptions, or inadequate electrical service.
8. Damage caused by direct exposure to water or other liquids.
9. Products that the customer decides they do not like after installation due to color, styles, or other opinions based on personal preference.
10. Cosmetic damage not reported in the first 48 hours after delivery. All products must be inspected before installation. Installation of products with visual defects or nonconformities apparent before installation are not covered by this warranty.
11. Discoloration, rust, or oxidation resulting from caustic or corrosive environments including but not limited to high salt concentrations, high moisture, humidity, or exposure to chemicals. Installation

applications within 5 miles (8 kilometers) of a body of salt water are considered high salt concentration environments.

12. Damage caused after delivery, including damage to the finish of product or building incurred during installation, including, but not limited to, floors, cabinets, countertops, walls, etc.
13. Damage incurred after delivery caused by children, animals, plants, mold, or insects.
14. Damage from installation adjacent to a heat source that does not have sufficient airflow or insulation to diffuse the heat.
15. Unless specifically stated otherwise, this product is not approved for the following installation applications: aircraft, watercraft, recreational vehicles, outdoors, indoor swimming pools, hot tubs, saunas, steam rooms, greenhouses, walk-in freezers or refrigeration units, or other extreme environments.
16. Force Majeure: Loss, damage, or injury caused in whole or in part by natural calamities, or acts of God, including but not limited to earthquakes, tornadoes, tropical storms, hurricanes, mudslides, volcanic eruptions, lightning, windstorm, fires, smoke, hail, floods; exposure to corrosive contaminants, including but not limited to salt water or chemicals in storm waters; explosions, biological infestations, improper storage or handling, job site conditions, architectural and engineering design, structural settling or movement, power surges or failures, aircraft, vehicles, falling objects, riots and civil commotion, war, nuclear explosions or radiation, theft, vandalism, or accidents.
17. Loss or damage caused directly or indirectly by flood, wind-driven water, surface water, waves, tidal waves, overflow of a body of water, or spray from any of these (whether or not driven by wind); water which backs up from sewers or drains or water from broken or leaking plumbing pipes; water below the surface of the ground (including water which exerts pressure on, or seeps or leaks through, a building, sidewalk, driveway, foundation, swimming pool, or other structure); canals, rivers, wetlands, springs, or aquifers.
18. Labor: This limited warranty is for material only and does not cover labor charges – including installation, removal, and reinstallation, or other incidental or consequential costs associated with surrounding material such as countertops, walls, ceilings, paint, cabinets, or flooring. The original purchaser may be covered by a separate workmanship or installation warranty from the general contractor or licensed professional who installed the product.
19. Industrial/Commercial Use: Unless specifically stated otherwise, this limited warranty is extended to light commercial applications – including professional office buildings and other similar installation applications only. Excluded from this limited warranty are industrial or heavy commercial operating environments. Examples include industrial/manufacturing workspaces where employees are regularly required to wear personal protective equipment (hard hats, safety glasses, protective coveralls, etc.), professional kitchens & restaurants, and other harsh or chemically caustic environments. If there are questions as to the type of use that is considered “industrial or heavy commercial”, please contact your Kattera sales representative before purchasing.

Repair or replacement costs for any circumstances not covered by this warranty shall be borne by the customer.

This warranty is not in force until full payment has been received for the covered products.

Some slight warpage, as well as natural wood characteristics such as grain, knots, mineral marks, etc. are normal with a wood product and are not considered defects. Areas of high humidity may cause excessive warpage of wood components. In addition, some loss of color intensity or discoloration may occur in plastic materials or wood finishes when exposed to direct sunlight over long periods. Colors may vary from lot to lot and may not precisely match samples of previous purchases.

Katerra reserves the right to alter designs, specifications, and materials without obligation to make similar changes to products previously supplied. The repair or replacement under warranty is contingent upon the current product offerings, styles, and material sourcing options within the Katerra products at the time of the warranty claim. If a warranty claim is filed after an item is no longer sold by Katerra, Katerra will provide an appropriate replacement. Katerra will determine, at its sole discretion, what constitutes an appropriate replacement.

If products are replaced, Katerra cannot guarantee that the finish of these replacements will exactly match the finish and appearance of the other products in the installation application. This is due to the changes that occur during the products' natural aging process, affecting its color or grain, as well as inherent differences in paint, stain, and dye lots for products produced at different times.

Katerra does not warrant that the operation of covered products will be uninterrupted or error-free.

This warranty is not a statement of the expected useful life of any KOVA product.

Repaired parts or replacement units are warranted for the remaining portion of the original unit's warranty period. The original warranty period is not extended by repair or replacement activities.

This warranty is extended to the original purchaser or owner at the original installation location in the United States and is non-assignable and non-transferable.

Katerra's total liability or cost, for the life of this warranty, is limited to, and capped at, the original purchase price of the warranted product(s) – whether the claim is based on strict liability, negligence, breach of warranty or any other theory or cause of action.

DISCLAIMER OF IMPLIED WARRANTIES

TO THE EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY OF NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, ARE DISCLAIMED. UPON THE EXPIRATION OF THE ABOVE STATED LIMITED WARRANTY PERIOD, ANY AND ALL APPLICABLE IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED ALSO EXPIRE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM KATERRA OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

LIMITATION OF REMEDIES – EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

THIS WRITTEN WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM KATERRA AND REPRESENTS THE SOLE REMEDY TO THE OWNER OF KATERRA PRODUCTS EXCEPT AS OTHERWISE REQUIRED BY LAW. KATERRA MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY HEREIN. THE WARRANTIES AND REMEDIES PROVIDED HEREIN ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD PROVIDED HEREIN UNLESS A SHORTER PERIOD IS PERMITTED OR REQUIRED BY LAW. KATERRA DOES NOT ASSUME AND SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LABOR COSTS TO REMOVE AND/OR REPLACE PRODUCT, AND ANY OTHER HARM TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS, OR TO ANY OTHER PERSONS OR PROPERTY, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT, OR FOR ANY OTHER CAUSE.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

WARRANTY CLAIMS

To submit a warranty claim:

Web: www.warranty.katerra.com

Mail: Katerra Warranty Department
9305 E Via de Venture, STE 200
Scottsdale, AZ 85258

Product description and proof of purchase are required to support any warranty claim.