

Limited Lifetime Warranty

Seller warrants the products it manufactures against defects of material and workmanship under normal use and service for the useful life* of the product from the date of shipment provided that the product is in use by the original owner and has been used only for the original purpose. This warranty is void in cases of damage in transit, negligence, user modification, abuse, abnormal usage, improper use of cleaning chemicals, misuse, accidents and improper maintenance.

As Buyer's sole remedy under the warranty, Nemschoff, at its option, will repair or replace defective parts at no charge to the original owner of record. Nemschoff will pay freight charges provided that the replacement or return has previously been authorized by the company under the terms of this warranty. Normal aging and wear of fabrics, filling materials, mechanisms, mechanical components and finishes are exempt from this warranty.

With proper use and maintenance, the limitations of our warranty are as follows:

10 years for all mechanisms and mechanical components of Serenity®, Pristo®, Consoul™, Leonard, Ava® and Sahara Recliners

12 years for all mechanisms and mechanical components of Nala and Centé® Patient Chairs

5 years for all other mechanisms and mechanical components

5 years for Overbed Tables, Physician and Caregiver Stools

5 years for lighting

5 years on Nemschoff Performance Fabric (NPF)

1 year for electrical outlets

1 year for Privacy Panels (Palisade)

1 year for Resin panel (Terra™ for Treatment Areas)

Graded-in fabrics follow the warranty of the textile manufacturer—please reference specific manufacturer's website

Customers Own Material (COM) is not covered under warranty

THERE IS NO OTHER EXPRESS WARRANTY. SELLER HEREBY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE INDICATED BY BUYER TO SELLER.

There are no representations as to the capacity or performance of the products sold hereunder except as set forth in the quotation specifications, if any, and such representations are expressly conditioned upon the correctness of the data furnished by Buyer and upon the products being properly installed and maintained.

IT IS EXPRESSLY AGREED THAT THIS REMEDY OF REPAIR, REPLACEMENT OR CREDIT, AT THE SELLER'S OPTION, IS BUYERS EXCLUSIVE REMEDY UNDER THIS WARRANTY. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES.

Nemschoff

On equipment furnished by Seller, but manufactured by others, the written warranty, if any, of the manufacturer will be assigned to Buyer. However, Seller does not adopt, and does not guarantee or represent that manufacturer will comply with any of the terms of the warranty of such manufacturer.

Seller warrants woven and non-woven upholstery on the NPF program when applied to Seller's products. Warranty covers defects of material and workmanship under normal use and service for five (5) years from the date of shipment. This warranty applies only to the original owner and the original use of the product. This warranty is void in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, and improper cleaning and maintenance. Normal aging and wear of woven and non-woven upholstery are exempt from this warranty. As Buyer's sole remedy under the warranty, Nemschoff, as its option, will repair or replace the material at no charge to the original owner of record. If the material is no longer in manufacture, one of comparable value will be substituted for you. Nemschoff will pay freight charges, provided that the replacement or return has been previously authorized by the company under the terms of this warranty.

Expenses incurred by Buyer in repairing or replacing Seller's product will not be allowed except by written permission of Seller.

Seller, in its manufacture and sale of these products, will assume no liability as to possible infringement of patents or copyrights by virtue of the use of said products in combination with other elements or structures, or when manufactured to Buyer's specifications.

* Useful life, as defined by industry standards, is 12 years.