

## WARRANTY

- **Lifetime warranty:** Adaptaspace warrants to the original Buyer that its brand products are free from defects in materials and workmanship for the period of time the original Buyer owns the product including all fixed structural frame components, exterior panels, interior shelves, work surfaces and all adjustable, sliding or hinge mechanisms.
- **Five (5) year warranty:** Operator chairs supplied by Adaptaspace and all electrical components incorporated by Adaptaspace into its brand products, shall be under warranty from defects in materials and workmanship for a period of five years.
- **Extended OEM warranty:** For other Original Equipment Manufacturer's (OEM) products supplied by Adaptaspace, or incorporated by Adaptaspace into its brand products, the warranty shall be that of the OEM or 36 months, whichever is greater, to the extent that such warranty is transferable.

Claims under this warranty will be valid only if Buyer notifies Adaptaspace in writing within a reasonable time of its discovery of the defect and prior to the expiration of the warranty for such product. After notification to Adaptaspace of any defect under this warranty, Adaptaspace will repair or replace, at its option, any products (or parts thereof) which are covered by this warranty and which are found to be defective. Labor to repair or replace any products or parts under warranty will be included for a period of 3 years. The warranty period for such repaired or replaced parts shall be the balance of the applicable warranty period. Adaptaspace shall be responsible for all shipping and handling costs of the replacement parts.

This warranty does not cover normal maintenance, wear and tear within the normal consumable life of a product, abuse, improper use, alterations, repairs, storage and installations which have not been performed by an authorized Adaptaspace representative, and products which have not been maintained or operated in accordance with Adaptaspace written instructions or problems caused by the use of parts and components not supplied by Adaptaspace. This warranty does not cover any damage to customer equipment that is caused by an AC power disturbance or any other causes unrelated to the quality and/or functionality of Adaptaspace products.

The foregoing warranty is exclusive and is in lieu of all other express and implied warranties whatsoever, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

The remedy of repair or replacement provided for herein is Buyer's exclusive remedy in the event of breach of this warranty. In addition, Adaptaspace shall not be liable for any incidental, consequential or special damages or for any loss, damage or expense arising from the sale, use or installation of the products or from any other cause whatsoever, whether based on warranty (expressed or implied) or otherwise based on contract, or on tort, or regardless of any advice or representations that may have been rendered by Adaptaspace or its agents or representatives concerning the sale, use or installation of the products. Notwithstanding anything stated in the purchase agreement between Adaptaspace and Buyer, in no event shall Adaptaspace liability exceed the purchase price of the product purchased.