



Limited Warranties

SCOPE OF WARRANTY

Lumex warrants to the original purchaser only that it will replace or repair components, at Lumex's sole discretion, that are defective in material or workmanship under normal use and service. All warranties are conditioned upon the proper use of the products strictly in accordance with good commercial practice and applicable Lumex instructions and manuals, including proper use and maintenance. To the extent that a component is warranted by a third party, Lumex conveys all of its rights under that warranty to the original purchaser, to the extent permitted.

This limited warranty shall only apply to defects that are reported to Lumex's customer service team within the applicable warranty period and which, upon examination by Lumex or its authorized representative, prove to be a warranty item. This limited warranty is not transferable. Within the guidelines set forth in this document, the following components are warranted for the time period set forth below:

COMPONENTS

Stools, Phlebotomy Chairs, and General Non-Industrial Seating:	
Frame:.....	5 years
Casters:.....	1 year
Mechanical Components:.....	3 years
Upholstered Seat †:.....	1 year
Replacement Parts ‡:.....	90 days

* Labor is not included in the warranty

† Upholstery is only warranted on material supplied by Lumex: 1 year

‡ The warranty period is as designated above. If a part is replaced under warranty, the original warranty period will not be affected. All other replacement parts will be subject to the warranty period specified.

The applicable warranty period shall commence from date of shipment to the original customer, unless there is an expiration date on the component in which case the warranty shall expire on the earlier of warranty period or the expiration date.

OBTAINING WARRANTY SERVICE

This limited warranty shall only apply to defects that are reported to the Distributor from whom the Customer purchased the product within the applicable warranty period

Specific directions will be provided by the Customer Service Representative. Failure to abide by the specific directions will result in denial of the warranty claim.

EXCLUSIONS

The warranty does not cover and Lumex shall not be liable for the following:

- 1) Defects, damage, or other conditions caused, in whole or in part, by misuse, abuse, negligence, alteration, accident, freight damage, tampering or failure to seek and obtain repair or replacement in a timely manner;
- 2) Products which are not installed, used, or properly cleaned and maintained as required in the official manual for the applicable product;
- 3) Products considered to be of a non-durable nature including, but not limited to: tips, casters, filters, fuses, gaskets, lubricants, and charts;
- 4) Accessories or parts not provided by Lumex;
- 5) Matching of color, grain or texture except to commercially acceptable standards;
- 6) Changes in color caused by natural or artificial light;

- 7) Charges by anyone for adjustments, repairs, replacement parts, installation or other work performed upon or in connection with such products which are not expressly authorized in writing, in advance, by Lumex;
- 8) Any labor or shipping charges incurred in the replacement part installation or repair;
- 9) Costs and expenses of regular maintenance and cleaning; and
- 10) Representations and warranties made by any person or entity other than Lumex.

ENTIRE WARRANTY, EXCLUSIVE REMEDY AND CONSEQUENTIAL DAMAGES DISCLAIMER

TO THE GREATEST EXTENT PERMITTED BY LAW, THIS WARRANTY IS Lumex'S ONLY WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. EXCEPT IN CASES WHERE IMPLIED WARRANTIES MAY NOT BE VALIDLY WAIVED, Lumex MAKES NO IMPLIED WARRANTIES OF ANY KIND INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF ANY MODEL OR SAMPLE WAS SHOWN TO THE CUSTOMER, SUCH MODEL OR SAMPLE WAS USED MERELY TO ILLUSTRATE THE GENERAL TYPE AND QUALITY OF THE PRODUCT AND NOT TO REPRESENT THAT THE PRODUCT WOULD NECESSARILY CONFORM TO THE MODEL OR SAMPLE IN ALL RESPECTS. THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PARTS. Lumex SHALL NOT BE LIABLE FOR AND HEREBY DISCLAIMS ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO: DAMAGES FOR LOSS OF PROFITS OR INCOME, LOSS OF USE, DOWNTIME, COVER, OR EMPLOYEE OR INDEPENDENT CONTRACTOR WAGES, PAYMENTS AND BENEFITS. CERTAIN STATES AND COUNTRIES MAY CONFER ADDITIONAL RIGHTS REGARDING WARRANTIES AND IN THOSE INSTANCES, Lumex'S LIABILITY AND THE LIABILITY OF Lumex'S SUPPLIERS, SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

The warranties contained herein, together with Lumex's current Terms and Conditions, contain all the representations and warranties with respect to the subject matter of this document, and supersede all prior negotiations, agreements and understandings with respect thereto. The recipient of this document hereby acknowledges and represents that it has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this document.

For additional information on these products or this warranty, please contact a Lumex Customer Service Representative.

NOTES:

- 1) Additional terms and conditions may apply. See Lumex's General Terms and Conditions on its website and the specific warranties, which may accompany the specific product.
- 2) Freight claims must be notated on the appropriate shipping documents and must be made with immediacy. International, federal and state regulations govern specific requirements for freight claims. Failure to abide by those regulations may result in a denial of the freight claim. Lumex will assist you in filing the freight claim.
- 3) Claims for any short shipment must be made within three (3) days of the invoice date.

