

Positive Posture

3-Year Limited Repair or Replacement Warranty

This warranty is applicable to: Duke, Luma, Luma with Lift Assist, Café, Brio Massage Chair, and Breeze Remote

Limited Repair or Replacement Warranty

1) DEFINITIONS – For the purpose of this Limited Warranty, (1) “Service Period” shall mean the number of year(s) period commencing on the Commencement Date; (2) “Product” shall mean a Positive Posture product or system; (3) “Commencement Date” shall mean the date on which the Product is first purchased by a Customer from the Distributor or from an authorized reseller; and (4) “Customer” shall mean only the residential end-user of the Product who is the original purchaser of the equipment from an authorized reseller. Usages of “you” or “your” refer to the Customer.

Café, Duke, Luma & Luma with Lift Assist products are backed by a 3-Year limited retail or replacement warranty. Details for the service period can be found below:

2) COVERAGE – During the Service Period, we will repair or replace, at our sole discretion, any defective Product. We will return the Product to a properly functioning state at no cost to you. To obtain performance you must be the original purchaser and be able to provide us with the original, dated proof of purchase for the Equipment. This Limited Warranty extends only the Customer. Replaced parts shall be covered under this Limited Warranty for the remainder of the Service Period or for thirty (30) days, whichever is longer. We will provide on-site service as necessary on regular workdays between the hours of 8:00 A.M. and 5:00 P.M. your local time. If a particular replacement part is not available, we will make reasonable efforts to locate a compatible replacement part. If we are unable to locate a compatible part, we may replace your Product with a similar product. Under no circumstances shall the retail replacement value exceed the original net price paid for the Product. If you choose not to accept a replacement for your Product, we shall no longer be responsible for making repairs under this Limited Warranty.

3) EXCLUSIONS – This Limited Warranty does not include service needed for (1) Dropped product or components including remote controls or cracked remote housing; (2) Changes in upholstery, wood, foam, plastic, and cosmetic changes resulting from normal wear and tear and not related to manufacturing defects; (3) Damage from installation, set-up, or relocation from the originally installed location; (4) Negligence, misuse, abuse, improper maintenance, electrical disturbances and power surges, acts of nature, or work, attachments, additions, alterations, or modifications by persons other than authorized service providers; (5) Improper operating environment; (6) Any problem not involving a defect; (7) Damage or malfunction whatsoever caused by an animal or pet; (8) Damage or malfunction whatsoever caused by liquids of any kind; (9) Rental, business, commercial, institutional or other non-residential use, or use by anyone over 285 pounds (130 kilos); (10) Any territories or countries outside the United States or Canada; (11) Use of any item with the Product if the item is not designated for use with the Product. Dealer floor models that have been on display for more than nine (9) months are not covered under any provisions of this Limited Warranty.

4) YOUR RESPONSIBILITIES:

- Retain appropriate and acceptable proof of purchase showing that you are the original purchaser of the Product.
- Operate the Product as specified in all accompanying manuals and product documentation.
- Use the product exclusively for the purpose intended.
- Notify us within 30 days of detecting an issue with the Product.
- Perform telephone or email diagnostic procedures as requested by us.
- Permit no work on the Product except by us or as directed by us.
- Install replacements parts or components in accordance with our instructions.
- Have an adult representative present whenever we provide any in-home support services.
- Safeguard, pack, and return (at our expense) all replacement parts shipped to you understanding that you assume financial responsibility for all parts and accessories shipped to you until the item or part replaced is returned to us.

5) EXCULPATION AND INDEMNIFICATION – Our maximum liability under this Limited Warranty is limited to the cost of repairing or replacing defective Product. We shall not be liable to you for incidental and consequential damages. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. We shall not be liable for, and you hereby indemnify and hold us and

every authorized service provider harmless from, damage, claim, or cause of action, direct or indirect, incidental or consequential, occurring to you, or to the employees or agents of you, or to any other third party, or to the property of any of the foregoing, which may arise as a result of any defect covered by this Limited Warranty or as a result of any service performed under this Limited Warranty. This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.