

# HUGCHAIR

## ONE-YEAR LIMITED WARRANTY

### **Covered:**

- All parts, labor, and framework of the chair for the first year from delivery date at no cost to Purchaser
- Warranty only covers defects in materials and workmanship

All goods sold hereunder, except accompanying accessories, documentations, or enhancements, are warranted to be free from defects in material and workmanship at the time of delivery to Purchaser and covered for the above, for the periods of time indicated above. Defective material may be returned to Bodyfriend Inc. after inspection by an agent of Bodyfriend Inc. and upon receipt from Bodyfriend Inc. of shipping instructions specific to the defective goods authorized by Bodyfriend Inc. to be returned. Goods returned in accordance with the foregoing procedure will be replaced or repaired, at the option of Bodyfriend Inc., and returned to Purchaser without charge.

This warranty is subject to the following LIMITATIONS AND EXCLUSIONS:

### **Limitations:**

- This express warranty applies to massage chairs ONLY, and not to accompanying accessories, documentation or enhancements;
- This warranty is non-transferable;
- This warranty is valid only within the continental United States;
- Bodyfriend Inc.'s responsibility and Purchaser's exclusive remedy under this warranty is limited to the repair or replacement of defects in material and workmanship, as set forth above. Bodyfriend Inc. is not responsible for any consequential damages resulting from the breach of this or any other express or implied warranty with respect to the goods;
- This express warranty is the only warranty applicable to this transaction. It excludes all other express oral or written warranties and all warranties implied by law with respect to the goods, including any warranties of merchantability, fitness for a particular purpose or non-infringement;
- This warranty does not extend to any of Bodyfriend Inc.'s products which have been subject to misuse, accident or improper installation or storage, maintenance or application, nor does it extend to products which have been repaired or altered outside of Bodyfriend Inc. or its authorized agents, nor does this warranty extend to any labor charges for removal and/or replacement of the nonconforming or defective product or part thereof;
- Every claim under this warranty shall be deemed waived by Purchaser unless made in writing within the applicable periods set forth above;
- This warranty is void in the event that repairs are made by anyone other than Bodyfriend Inc. without prior authorization from Bodyfriend Inc.; and
- This chair is not a medical device and Bodyfriend Inc. does not make any warranties, representations or claims as to any health or medical benefit resulting from the use of this chair. This chair is not intended to treat or cure any illness. The Purchaser should consult with a medical health professional about any acute or chronic medical or health issues.

### **Exclusions:**

This express warranty is void without this warranty card and requested information (date of purchase, installation, RMA, etc.). This express warranty does not cover damages resulting from improper installation or use, neglect, dropped product, unreasonable maintenance, failure to follow instructions, unauthorized repairs, alterations, modifications of original condition, and cosmetic alternations. Furthermore, this express warranty does not cover damage resulting from improper use of electrical/power supply; or any damages resulting from loss of power, electrical disturbances or power surges. Damage from misuse, excessive force, transportation damage, theft, abuse, misuse, vandalism, or natural disasters (fires, floods, rust, corrosion, sand, dirt, windstorms, hail, earthquakes, or any exposure to weather conditions) are not covered under this express warranty. Bodyfriend Inc. does not honor any warranty for products purchased by or through unauthorized dealers, product used commercially or for commercial purposes, or as a medical or health device, and time lost by owner during the time the product is being replaced, at a repair

facility. Natural occurrences such as, but not limited, to softening/hardening of foams and composites, fading, wear, piling of fabrics, natural markings, grain and dye variations in leather, ordinary wear and tear, and failure of attach points are not covered by this express warranty, as well as items intended to be periodically replaced by Purchaser during the normal lifetime of a product, including, but not limited to, batteries, light bulbs, etc. Seat cover replacements and other accessories are not covered under this warranty.

**Labor:**

For the first year of the warranty period only ("Labor Service Period"), Bodyfriend Inc. will provide labor services for the repair or replacement of defective parts at no cost to Purchaser. However, Purchaser is responsible for all shipping, duties, and other fees. Upon expiration of the Labor Service Period, Purchaser shall pay for any labor service charges. Labor services are limited to the replacement of the defective product or parts with similar product. If replacement is not accepted by Purchaser, Bodyfriend Inc. or its labor service provider is no longer responsible for further service under this labor warranty. If and only when deemed necessary at its sole discretion, Bodyfriend Inc. will send a service provider at no cost. Field service is only available within the continental US and within the Labor Service Period. If no problem is found upon diagnosis, Purchaser may be charged with standard rates for unnecessary service calls.

The terms of this warranty shall be governed by the laws of the state of California.

Hugchair by Bodyfriend Inc.

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