

# NIGHTINGALE Lifetime Limited Warranty

The Lifetime Limited Warranty applies only for **NIGHTINGALE** products listed herein, and manufactured after January 1<sup>st</sup>, 2009, and applies to products delivered to customers in Canada and the United States of America.

Under the **NIGHTINGALE** Warranty, all claims must be made within the time period specified herein.

This Warranty begins with the date of purchase from the Nightingale Dealer by the original purchaser, and applies as follows:

- Lifetime Limited: all non-moving metal parts.
- 10 Years: Control mechanisms, casters, pneumatic cylinders, self-skinned urethane parts, and plastic shells.
- 5 Years: Upholsteries.

**The NIGHTINGALE Warranty is based on normal use within a normal commercial office setting of single shift, eight (8) hours per day, five (5) days per week, by individuals of 250 lbs or less.**

Some natural variations occurring in wood, leather, or other natural materials are inherent to their character and are not considered defects. Nightingale Corp. does not warrant the colorfastness or matching of colors, grains, or textures of these materials. Additionally, a Customer's Own Material (COM) selected by, and used at the request of, a customer, is not warranted.

The Warranty does not apply to:

- Normal wear and tear over the course of ownership.
- Damage caused by abuse, misuse, accident, or negligence.
- Abnormal use or use within extreme climatic conditions. Normal climatic condition is defined as the temperature and moisture content range for human comfort and health.
- Alterations to or modifications of the product not approved by Nightingale Corp.
- Products not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes; and,
- Damage caused by the carrier-in-transit, which is handled under separate terms.

Compliance with applicable laws, regular codes, certificates, and manufacturing standards are disclaimed if this product is misused, improperly installed, or modified in any respect (including without limitation, any change in fabric or mechanical components affecting stability, load capacity, or load distribution) after shipment from Nightingale Corp.

# NIGHTINGALE Lifetime Limited Warranty (continued)

**The NIGHTINGALE Warranty does not cover the cost of transportation or labor, except as noted.**

All Warranty claims must be submitted by the Nightingale Dealer that sold the product.

Nightingale Corp. reserves the exclusive and sole right to determine whether a **NIGHTINGALE** seating product is defective in material or workmanship.

In order for Nightingale Corp. to determine whether the Warranty applies, the following information must be supplied to Nightingale Customer Care:

- Original Purchase Order and Purchase Order Date.
- Nightingale Corp. Invoice Number and Invoice Date.
- Product Model Number.
- Reason for claim.
- Please note that Nightingale Corp. may also require that photographs be supplied, clearly depicting the defective part or product. Nightingale reserves the right to deny any Warranty claim that does not include photographs when requested.

Should a Warranty claim be approved by Nightingale, then Nightingale will issue a Warranty Ticket Number to that claim. Nightingale Corp. will then, at its exclusive and sole discretion, apply one of the following remedies:

1. Issue replacement parts only, at no charge and prepaid freight. The cost of transportation and labor is not covered.

**- OR -**

2. On a **discretionary basis**, Nightingale may determine that replacement parts and more significant labor may be required. Nightingale may authorize the Dealer to carry out the repair either directly or via a bona fide third party approved by Nightingale. All Warranty claims are evaluated on a case by case basis. The following conditions apply:

- No service work can be performed without prior written approval by an authorized Nightingale Corp. employee.
- The Warranty policy does not apply to Damage Claims, which are processed separately. Please refer to the Terms and Conditions outlined in the current **NIGHTINGALE** price book, regarding Freight Damage.
- Nightingale Corp. will only deal with the Dealer directly. Nightingale will not deal with any third party or end user.

# NIGHTINGALE Lifetime Limited Warranty

(continued)

- In order for approval to be given, the Dealer must submit a pro-forma invoice or quotation, based on the average hourly labor rate assigned by Nightingale Corp., as stated below. Once approved, an authorized Nightingale employee will provide written consent to proceed.
- The Warranty Ticket Number issued upon approval must be indicated on the pro-forma invoice or quotation.
- If the Dealer chooses to outsource service work to a bona fide third party, then the Dealer must provide a bona-fide invoice or quotation from the third party.
- For the purposes of the Warranty, Nightingale Corp. has assigned an average hourly wage rate of \$20/hr based on data provided by the Bureau of Labor Statistics (BLS) in the United States, and Statistics Canada (StatsCan) in Canada. Nightingale Corp. will not apply any amount greater than this. Nightingale Corp. reserves the right to adjust the rate without notice.
- Transportation time for only one employee will be reimbursed unless it is necessary for more than one service technician to perform the service. Transportation costs must be supplied with the pro-forma invoice or quotation. Nightingale Corp. reserves the right to decline submissions for transportation costs, if they are not within reason. Feedback will be provided with any declined submissions so that the request can be re-adjusted and re-submitted.
- All replacement parts will ship with an assigned Nightingale Acknowledgement Number.
- After service work is performed, the Dealer must submit an invoice. The assigned Warranty Ticket Number and the Acknowledgement Number for the replacement parts must be included on the invoice. Nightingale Corp. will not reimburse any amount greater than the amount provided in the pro-forma invoice or quotation.
- Nightingale Corp. will not reimburse for any service work performed on **NIGHTINGALE** product without prior written consent from Nightingale.

Over and above the description of the claim and any photographs supplied, Nightingale Corp may require that the defective part be returned collect. Nightingale reserves the right to charge for a replacement part, if a defective part is determined to not be covered under Warranty.

# NIGHTINGALE Lifetime Limited Warranty (continued)

## Warranty Exception:

- 247-HD is warranted for multiple shifts and users up to 450 lbs. Multiple shifts is defined as three (3) shifts, twenty-four (24) hours per day, seven (7) days per week.
- CXO-HD is warranted for single shifts and users up to 450 lbs.
- CXO-TI (“Task Intensive”) is warranted for multiple shifts and users up to 250 lbs. Multiple shifts is defined as three (3) shifts, twenty-four (24) hours per day, seven (7) days per week.
- Nightingale Corp. warrants that the **NIGHTINGALE** products listed above are covered under the **NIGHTINGALE** General Warranty, as stated above. Due to the special application of these products, the following specific Warranty applies:
  - Lifetime: all non-moving metal components.
  - 5 years: Heavy-duty control mechanisms, casters, pneumatic cylinders, self-skinned urethane parts, and plastic shells.
  - 2 year: Upholsteries.

Nightingale Corp. offers no other warranty, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose. Nightingale Corp. shall not be liable for consequential or incidental damages arising from any product defect.