

Humanscale's Terms & Conditions



THE FOLLOWING TERMS & CONDITIONS APPLY TO ALL HUMANSCALE PRODUCTS OTHER THAN HUMANSCALE HEALTHCARE PRODUCTS.

LIMITED WARRANTY

Humanscale offers the following warranties on its products, subject to any exclusions and limitations as set forth below:

Product	Warranty
Customer's Own Material (COM, COL)	No Warranty
Switch Mouse	1 Year, 24/7 Warranty
ZÖN Personal Air Purifier	3 Years, 24/7 Warranty
Element Series Lights	10 Years, 24/7 Warranty
Horizon Series Lights	10 Years, 24/7 Warranty
Diffrient Series Lights	5 Years, 24/7 Warranty
Float Table, Excluding Tabletop*	5 Years, 24/7 Warranty
QuickStand Sit/Stand Workstation	5 Years, 24/7 Warranty
Fabric/Cushions/Arm Pads	5 Years, Single-Shift Warranty
M2, M/Flex & Para/Flex Monitor Arms	15 Years, 24/7 Warranty
M4, M7 & M8 Monitor Arms with Gas Cylinder Components	10 Years, 24/7 Warranty
Mode Banquet Seating	10 Years, 24/7 Warranty
Ballo Stool**	3 Years, Single-Shift Warranty
All other seating and products detailed in a current Humanscale Price Guide, unless otherwise specified	15 Years, 24/7 Warranty
All other products NOT detailed in a current Humanscale Price Guide	Varies; consult your Humanscale representative for details

*The warranty on the Float Table only applies to the Float Table Base and only if used with a TableTop purchased from Humanscale. Modifying or tampering with any part of the Base will render the warranty void.

** Note: Ballo is not a task chair. It has not passed the BIFMA or European EN standards for office seating. The Ballo is an exercise chair that is designed for dynamic seating and frequent movement. All Ballo instructions should be followed to ensure a comfortable experience.

These warranties are available to the original end-user customer only and are non-transferable. For these warranties to be valid, the Humanscale product must have been purchased directly from

Humanscale and/or an authorized dealership, distributor, retailer and/or reseller of Humanscale products. If products are procured through an authorized dealership, distributor, retailer and/or reseller, the end-user customer must be registered with Humanscale for the warranty to be in effect. Humanscale warrants that, at the time of customer's receipt, the product will be in good working order and will be free from defects in materials and workmanship for the duration of the warranty term, as set forth above. These warranties do not apply to normal wear and tear or damage caused by accident, neglect, product abuse, misuse and/or failure to follow instructions relating to the product's installation or intended use. Humanscale will not be responsible for damage due to service, maintenance, modifications or tampering by anyone other than a Humanscale authorized representative. Humanscale will not be responsible for injury or damage caused by or associated with the installation and/or use of products in any manner other than in strict conformance with the instructions set forth in its installation manuals and instruction sheets and/or product literature. These warranties do not cover damage caused by a carrier or transportation of the product from one location to another, or alterations made by owner. Humanscale does not warrant damages or defects to the products under the following conditions: an Act of God, damage from electrical power problems, usage of parts or components not supplied by Humanscale, failure to perform preventative maintenance, or damage caused by peripherals not supplied by Humanscale.

In the event a product or product part is defective in material or workmanship during the warranty period, and Humanscale receives written notice of the defect within the warranty period, Humanscale will determine with customer if the defect is covered under warranty. Humanscale, at its option, may repair or replace the defective product or product part determined to be under warranty with the same or comparable product or product part as determined by Humanscale, at customer's location or at a designated Humanscale location. The labor costs associated with the repair of the product or product part may be the responsibility of Humanscale if the product or product part is determined to be under warranty. Humanscale must pre-approve the labor costs prior to the repair or replacement of warranty products or product parts. Customer must contact Humanscale to obtain a Return Authorization through the Humanscale Customer Service Department. Performance of any repair or replacement does not renew or extend the warranty period. If, after examining and testing a returned product or product part, Humanscale determines that the product or product part is not defective, Humanscale will notify customer and return the product or product part to customer. Customer will be responsible for the freight charges associated with the return of non-defective products or product parts. To return a product or product part for repair that is not covered by warranty, Customer must request a Return Authorization through the Humanscale Customer Service Department. Customer will bear the costs of labor and freight charges associated with non-warranty repair. Customer will be charged a standard repair fee, specific to the product, for any product that is repaired outside of the warranty period. Repairs on products out of warranty also carry a 90-day warranty, effective the day that Customer receives the repaired product or product part. For products that are not covered under warranty: Customer may upgrade to a newer, functionally equivalent product at the list price; the product or product part will be returned to Customer; or Customer can request in writing that Humanscale

dispose of the product or product part for Customer, in which case a fee may apply as designated by local law.

DISCLAIMER

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Humanscale does not warrant that customer's use of the Humanscale product will be uninterrupted or error free. Any implied warranties that may be imposed by law are limited in duration to the Limited Warranty period, to the greatest extent allowed by law. Some states or countries do not allow a limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages for consumer products. In such states or countries, some exclusions or limitations of this Limited Warranty may not apply. This Limited Warranty is subject to change without notification.

LIMITATION OF LIABILITY

Purchaser's remedies set forth herein are exclusive and the liability of Humanscale with respect to the breach of this agreement or any contract entered into between the parties pursuant hereto shall not exceed the price of the product or part on which such liability is based. In no event will Humanscale be liable to purchasers for any special, collateral, incidental or consequential damages however caused, whether by Humanscale's negligence or otherwise. The remedies provided above are the purchaser's sole remedies for any failure of Humanscale to comply with its obligations regarding the workmanship of its products. Correction of any nonconformity in the manner and for the period of time provided shall constitute complete fulfillment of all liabilities of Humanscale, with respect to or arising out of the product furnished hereunder.

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