

STANDING inOVATION

Limited Warranty

PLEASE READ THESE WARRANTY TERMS AND CONDITIONS CAREFULLY BEFORE USING YOUR Standing Inovation USA, INC. PRODUCT. BY USING THE PRODUCT, YOU ARE CONSENTING TO BE BOUND BY THE FOLLOWING WARRANTY TERMS AND CONDITIONS. THIS LIMITED WARRANTY SUPERCEDES AND REPLACES ANY PREVIOUS WARRANTIES OR REPRESENTATIONS REGARDING THE PRODUCTS, WHETHER INCLUDED IN A CUSTOMER PURCHASE ORDER OR ELSEWHERE.

Limited Warranty.

Standing Inovation ("Standing Inovation") warrants all new Standing Inovation products to be free from material defects in materials and workmanship for the warranty periods set forth below. The warranty periods commence on delivery of the relevant Standing Inovation to the original purchaser's possession. This warranty applies only against defects discovered within the warranty period and extends only to the original purchaser of the product ("Buyer"). Parts repaired or replaced under the terms of this warranty will be warranted for the remainder of the original warranty period only. To claim under this warranty, Buyer must notify Standing Inovation or the authorized Standing Inovation dealer within 30 days after the date of discovery of any claimed defect and make the affected product available for inspection by Standing Inovation or its service representative. Standing Inovation obligations under this warranty are limited as set forth below.

Warranty Period and Coverage.

- 5-year warranty for Electro-Mechanical Products to include:
 - Actuators
 - Columns
 - Gear Motors
 - Twin Motors
 - Control Boxes
 - Power Supplies
 - Controls
 - Accessories

Conditions and Restrictions.

This warranty is valid only in accordance with the conditions set forth below:

1. The warranty applies to the Standing Inovation product only while:
 - a. it remains in the possession of the Buyer and proof of purchase is demonstrated,
 - b. it has not been subjected to accident, misuse, abuse, improper service, or modification,
 - c. claims are made within the warranty period.
2. Any assistance provided by Standing Inovation outside the terms of this warranty does not waive the limits of this warranty.
3. Standing Inovation does not pay labor outside the United States and Canada.
4. Any description of Standing Inovation products is for identification purposes only and is not an express warranty.

This Limited Warranty shall not apply to:

1. Software (PROM) version upgrades.
2. Normal wear and tear of the product including without limitation cosmetic items.
3. Damages due to improper transport, storage, installation, maintenance, use, repair or failure to follow Standing Inovation instructions or procedures as detailed in the owner's manual or other instructional information or publications made available to the Buyer by Standing Inovation.
4. Damage resulting from work performed by service providers not authorized by Standing Inovation.
5. Repairs performed on a Standing Inovation product missing a serial number or with a serial tag that has been altered or defaced.
6. Service calls to correct installation of the product unless installed under contract by Standing Inovation or its partners.
7. Pickup and delivery charges involved with repairs.
8. Any labor costs incurred beyond the applicable labor warranty period.
9. Damage or product failure caused by electrical wiring not in compliance with electrical codes or Standing Inovation owner's manual specifications, or failure to provide reasonable and necessary maintenance as outlined in the owner's manual.
10. Damage caused by the negligence of Buyer, the end user or others (except Standing Inovation or an authorized Standing Inovation service provider).

11. Damage relating to use of the product with other devices for which such use is not intended.
12. Exposure of the product to accident or natural causes (such as fire, flood, wind, cold, water or power failure).
13. Operation of the product beyond its normal useful life.

To make a warranty claim, please contact Standing Inovation in writing at the address below, and provide all relevant information regarding the claim. You may additionally be required to provide Standing Inovation such other reasonable information as it may request for Standing Inovation to assess the claim and determine next steps.

Standing Inovation
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Disclaimer and Release.

The warranties provided herein are the exclusive warranties given by Standing Inovation and supersede any prior, contrary or additional representations or warranties, whether oral or written. **ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, ARE HEREBY DISCLAIMED AND EXCLUDED. Standing Inovation ALSO HEREBY DISCLAIMS AND EXCLUDES ALL OTHER OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY PRODUCT, INCLUDING BUT NOT LIMITED :** (A) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF Standing Inovation OR ITS SUPPLIERS (WHETHER ACTIVE, PASSIVE OR IMPUTED); AND (B) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PRODUCT.

This disclaimer and release shall apply even if the express warranty set forth above fails of its essential purpose.

Exclusive Remedies.

For any product described above that Standing Inovation determines to have failed to conform to its warranty, Standing Inovation will provide, at its option, one of the following:

- (1) repair;
- (2) replacement; or
- (3) refund of the purchase price.

Standing Inovation Limited Warranty service may be obtained by contacting Standing Inovation or the authorized dealer from whom Buyer purchased the item. Standing Inovation compensates only Standing Inovation authorized service providers for warranty trips within their normal service area to repair commercial products at the customer's location.

Any lawsuits or legal claims asserted by Buyer in reference to the products or an alleged breach of this Limited Warranty shall be exclusively heard before the state courts located in Franklin County Ohio. The statutory and common laws of Ohio shall govern the terms of this Limited Warranty.

THESE SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF THE BUYER FOR ANY BREACH OF WARRANTY.

EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

Standing Inovation AND/OR ITS SUPPLIERS SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR DAMAGE TO THE PRODUCT, PROPERTY DAMAGE, DEATH, PERSONAL INJURY, LOSS OF USE, GOODWILL, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCT, ADDITIONAL COSTS INCURRED BY BUYER (BY WAY OF CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, COMPENSATORY OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT.

This exclusion applies even if the above warranty fails of its essential purposes and regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory. **Standing Inovation LIABILITY SHALL BE LIMITED TO THE AMOUNT PAID BY BUYER FOR THE RELEVANT PRODUCT.**

Please retain a copy of this Limited Warranty for your records.