

## LIMITED WARRANTY FOR ACUTE CARE FACILITY COMMERCIAL PURCHASERS ONLY

PLEASE NOTE: THE LIMITED WARRANTY BELOW HAS BEEN DRAFTED TO COMPLY WITH UNITED STATES FEDERAL LAW APPLICABLE TO PRODUCTS MANUFACTURED AFTER JULY 4, 1975.

THIS LIMITED WARRANTY SHALL BE EXTENDED TO COMPLY WITH STATE LAWS AND REQUIREMENTS. THIS WARRANTY APPLIES TO COMMERCIAL PURCHASERS ONLY.

This limited warranty is extended only to the original commercial purchaser who purchases product when new and unused directly from Champion Manufacturing, Inc. or an authorized Champion distributor. This product is for commercial use only and Champion and this warranty do not provide warranty coverage to any consumer who purchases this product. This warranty gives you specific legal rights, and you may also have other legal rights which vary from State to State.

A copy of the seller's invoice is required for coverage under this warranty.

## WHAT THIS WARRANTY DOES COVER

Champion warrants the mechanism(s) of its products against defects of material and workmanship under normal use for a period of two (2) years from the date of shipment, provided that the product is in use by the original owner and has been used only for its original purpose.

Champion warrants all other products, product components, and / or accessories to be free from defects in materials and workmanship under normal use for a period of two (2) years from the date of shipment, provided that the product is in use by the original owner and has been used only for its original purpose. This would include, among other products: Phlebotomy chairs, treatment tables, task seating, privacy screens, "Champion" approved and supplied upholstery products, actuators, power & electrical systems, foam packs, paint / powder coat finishes, tables, and casters.

Champion warrants the steel frame(s) of its products against defects of material and workmanship under normal use for a period of ten (10) years from the date of shipment, provided that the product is in use by the original owner and has been used only for its original purpose.

Any service repair or replacement due to product defect(s) covered under this Limited Warranty will be at no charge (on parts, travel, & labor) to the original commercial purchaser. If within the Limited Warranty time period, any Champion product shall be determined defective, Champion will, at its sole discretion, supply the original commercial purchaser with repair parts, repair service, and/or replace the product. Champion's judgement is final and binding with respect to the nature and cause of the product defect(s) and the necessity for repair parts, repair service, and/or replacement.

## WHAT THIS WARRANTY DOES NOT COVER - LIMITATIONS AND EXCLUSIONS

THIS PRODUCT IS FOR PURCHASE AND USE BY COMMERCIAL PURCHASERS SUCH AS ACUTE CARE MEDICAL FACILITIES AND MEDICAL PRODUCTS DISTRIBUTORS ONLY. CHAMPION AND THIS LIMITED WARRANTY DO NOT PROVIDE WARRANTY COVERAGE TO ANY INDIVIDUAL WHO PURCHASES THIS PRODUCT. THIS WARRANTY SHALL NOT APPLY TO SERIAL NUMBERED PRODUCTS IF THE SERIAL NUMBER HAS BEEN

REMOVED OR DEFACED. THIS WARRANTY SHALL NOT APPLY TO PRODUCTS SUBJECT TO NEGLIGENCE, ACCIDENT, IMPROPER OPERATION, IMPROPER MAINTENANCE OR STORAGE, UNINTENDED COMMERCIAL OR INSTITUTIONAL USE, OR PRODUCTS MODIFIED WITHOUT CHAMPION'S EXPRESS WRITTEN CONSENT (INCLUDING, BUT NOT LIMITED TO, MODIFICATION THROUGH THE USE OF UNAUTHORIZED PARTS OR ATTACHMENTS); AND PRODUCTS DAMAGED BY REASON OF REPAIRS MADE TO ANY COMPONENT WITHOUT THE SPECIFIC CONSENT OF CHAMPION, OR DAMAGED BY CIRCUMSTANCES BEYOND CHAMPION'S CONTROL. A WARRANTY ELIGIBILITY EVALUATION WILL BE MADE SOLELY BY CHAMPION. THIS WARRANTY SHALL NOT APPLY TO PROBLEMS ARISING FROM NORMAL WEAR AND TEAR OR FAILURE TO ADHERE TO THE PRODUCT INSTRUCTIONS. A CHANGE IN OPERATING NOISE, PARTICULARLY RELATIVE TO MOTORS, DOES NOT CONSTITUTE A FAILURE OR DEFECT AND WILL NOT BE REPAIRED (AS ALL DEVICES WILL EXHIBIT POSSIBLE CHANGES IN OPERATING NOISE DUE TO AGING).

Furthermore, under this warranty, any repair service deemed necessary must be completed by a Champion certified party, defined as follows: A technician from the end user's biomedical department, a technician from Champion Service +, or a Champion Service + approved technician. If otherwise, this warranty will be null and void. In cases where a Champion Service + technician is dispatched to review a warranty claim, and the product failure is found to not be covered under warranty, then a diagnostic service fee will be charged to the customer and this fee may be applied to the repair of the product, if the customer elects to address the repair.

THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE SOLE REMEDY FOR VIOLATIONS OF ANY WARRANTY WHATSOEVER, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT PURSUANT TO THE TERMS CONTAINED HEREIN. THE APPLICATION OF ANY IMPLIED WARRANTY WHATSOEVER SHALL NOT EXTEND BEYOND THE DURATION OF THE EXPRESS LIMITED WARRANTY PROVIDED HEREIN AND CHAMPION SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER; SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR LIMITATION OF HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSION AND LIMITATION MAY NOT BE APPICABLE.

## **HOW TO SUBMIT A WARRANTY CLAIM TO CHAMPION**

Contact Champion Customer Service at 1-800-998-5018 or <a href="mailto:customerservice@championchair.com">customerservice@championchair.com</a>

Please do not return products to Champion without authorization. All claims require a return authorization number from Champion.

5166 SW 1<sup>st</sup> Lane Ocala, FL 34474 800-998-5018