

LINAK® offers limited warranty to its customers against defects in HOMELINE products (the "*Products*") in accordance with the below (the "*Warranty*"):

## 1. Warranty

For a period of 36 months from production of HOMELINE Products, LINAK warrants the Products to conform to written specifications and to be free from defects in material and workmanship under use and service. Batteries only carry a 12 months' warranty. Hereinafter referred to as the "*Warranty Period*".

The production date is stipulated on the Product label on the Product.

The Warranty provided by LINAK is exclusive and unless they cannot be excluded under applicable law, LINAK excludes all other warranties and terms, express or implied including warranties of merchantability and fitness for a particular purpose, whether pertaining to the Product and whether arising by law, custom, conduct, usage or trade. The aforementioned shall not apply to the extent warranty cannot be excluded under applicable law.

## 2. Warranty Claims

If you discover defects subject to Warranty within the Warranty Period, you shall in writing inform LINAK of such alleged defects and the Product shall then be sent to LINAK or to any other address determined and designated by LINAK with freight and insurance paid by the sender.

If LINAK accepts that the Product is defective under this Warranty and you have complained within the Warranty Period, LINAK will at its sole discretion replace, repair free of charge or credit such defective Product. If Product is replaced or repaired by LINAK, LINAK will at its own cost dispatch the new or repaired Product to you.

Repair under the Warranty will under no circumstances be performed outside LINAK places of business.

LINAK will reimburse you for the freight costs incurred in sending defective Products from your place of business for the original delivery to LINAK place of business or other address designated by LINAK, but only if LINAK has approved in writing of the method of dispatch and the costs incurred prior to the dispatch of the Product.

If the failure analysis by LINAK shows that the returned Product is not defective under this Warranty, LINAK may return the Product to you at your cost and risk, and LINAK may charge a fee for the time and materials used in analysing the returned Product.

## 3. Limitation on and Exceptions from Warranty

The Warranty will only be valid in so far as Products have been used and maintained correctly and have not been tampered with. Furthermore, the Products must not be exposed to violent treatment and all repairs must be carried out at a service centre, which is authorised to repair LINAK Products.

LINAK does not extend Warranty to any warranty claim arising from:

- (a) defects which were not present in the Product when delivered to you, for example defects caused by third party hardware or software,
- (b) any alteration or modification to the Product, except those alterations or modifications made by LINAK or specifically agreed to by LINAK in writing, or

- (c) usage of the Products in non-HOMELINE applications. HOMELINE applications are to be used indoors only and include:
  - a. beds for the home,
  - b. sofas, and
  - c. chairs (armchairs, home theatre chairs, massage chairs, and recliners).

If your Product claim arises from any of the conditions mentioned above (a-c), your claim shall be handled in accordance with Section 12 (Product Repair and Replacement) of LINAK's Terms and Conditions of Sale and Delivery available at our website.

#### **4. Miscellaneous**

Otherwise than here addressed, your purchase of HOMELINE Products from LINAK will be subject to LINAK Terms and Conditions of Sale and Delivery available at our website. For technical enquiries, please consult the Product User Manual available on our website.

End users of HOMELINE Products shall refer any claims and questions regarding warranty to the retailer or application manufacturer where they bought their product from.

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