

PRODUCT WARRANTIES - LIMITATIONS OF LIABILITY

PRODUCT WARRANTIES – Liability Limitations:

a. **Lab Workstations, Tech Workbenches, Science Tables, Worktops and related accessory products** designed for attachment and/or supplement to them, as represented on www.jha-techspace.com and/or JHA Techspace quotations, estimates, shop drawings, sales orders or other descriptive materials reflecting standard designs and models, without customization.

Warranty Terms: 25 years, unlimited. To be based on single shift usage, 5 day workweek. Warranty coverage for multiple shift usage and/or over 40 hr. per week shifts will be pro-rated.

Exceptions: Drawer units: 5 years. Hydraulic lift systems and controls: 5 years. Lighting products: 10 years.

Third party buy-out component warranties to be as per the manufacturer's document.

b. **Seating Products:** 10 years

c. **Steel Carts & Racks (non-wire models)** 5 years

d. **Wire shelving or other 'wire' products, Lab base cabinets, floor storage cabinets, wall cabinets, fume hoods and related fixtures and utilities including sinks, faucets, valves, electrical, etc.** 1 year, or as per manufacturers' document. Single shift, original buyer only.

Product warranties are extended solely to the original buyer. Manufacturer's warranty applies to all products sold by JHA Techspace. Warranties state that products will be free from defects in materials and workmanship, when given normal, proper and intended usage, for the periods and under the terms noted. Warranties are extended by and are the responsibility exclusively of the manufacturers of products sold. Manufacturers agree to repair or replace at their option all defective products not performing substantially in accordance with applicable Product specifications, provided that buyer has given us written notice of such warranty claim within the warranty period. If the manufacturer is unable, after reasonable efforts, to repair or replace such defective product, the manufacturer will refund the full payment amount, including related freight charges. All replaced items shall become our property at our discretion. **Buyer is responsible for inspection of the product upon receipt and prior to any actions that modify or alter the product from its' intended use.** Any claim by buyer for breach of warranty shall be deemed waived to the extent it could have been determined by such inspection.

Manufacturers and JHA Techspace shall have no obligation to make repairs, replacements or corrections which result, in whole or in part, from (i) normal wear and tear, (ii) fault or negligence of buyer, (iii) improper or unauthorized use of the products, (iv) use of the products

in a manner for which they were not designed, (v) modifications of the products by anyone other than us, (vi) any act of nature, act of God, fire, casualty, flood or war, (vii) any other causes external to the products, (viii) improper or erroneous assembly or installation, or (viiii) any claims of infringement of any patent, copyright or trade secret in which buyer or any affiliate or customer of buyer has an interest or license. (f) Neither JHA Techspace nor the product manufacturer will have no obligation to provide or pay for any labor services or transportation/shipping costs related to the assembly or installation of replaced or repaired warranted products unless specifically agreed upon in advance, other than the cost of shipping replacement of warranted products, at our discretion. (g) Buyer shall not bring any suit or action against us for any reason whatsoever more than one year after the related cause of action has accrued. JHA Techspace shall not be responsible for any direct, consequential or indirect damage caused by the use, inability to use, or incorrect use of products purchased from JHA Techspace. Our liability shall be limited to replacement of product or a full refund. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. Information and materials on our website may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Any claims and/or disputes relating to the sale, quality and/or use of our products are to be settled by binding arbitration in the state of California at any other location mutually agreeable to both parties.

NOTE: All terms and policies above may be revised on specific orders, to be noted on JHA Techspace provide quotations, estimates, drawings, sales order, etc. No commitment or obligation on the part of the customer takes place unless and until any JHA Techspace sales order and/or provided drawings, along, with inclusion of revised warranty and policy terms is *provided to and approved by customer.*

09/22