931 Via Alondra, Camarillo, CA 93012

WARRANTY INFORMATION

LIMITED WARRANTY
SEATING

Biologix USA, Inc. warrants its seating products against defects in material and workmanship for 15 (fifteen) full years. Lifetime on all pneumatic lifts, 5 (five) years on upholstery.

Biologix USA, Inc. warrants its metal and wooden stools against defects in materials and workmanship for 3 (three) full years.

Biologix USA, Inc. warrants its mesh office chairs and mesh guest chairs against defects in materials and workmanship for 5 (five) full years, lifetime on all pneumatic lifts, 5 (five) years on upholstery.

ESD (ELECTROSTATIC DISCHARGE) CHAIRS

Biologix USA, Inc. warrants its ESD chairs against defects in materials and workmanship for 15 (fifteen) full years, lifetime on all pneumatic lifts, and 3 (three) years on seating surfaces. For purposes of this section, "seating surfaces" means all upholstered (fabric or vinyl) and polyurethane seat and back surfaces, and does not include the frame or other structural components. The 3 (three) year seating-surface term applies to both the seating surface material and its static-dissipative (ESD) properties, and supersedes any longer upholstery or seating-surface term stated elsewhere in this warranty with respect to ESD chairs.

Biologix USA, Inc.'s ESD chairs are tested for static-dissipative performance in accordance with ANSI/ESD STM12.1, exhibiting a point-to-groundable-point resistance of less than 1.0 x 10^9 ohms, consistent with the verification methods of ESD Association TR53. The static-dissipative performance of these products is warranted only when the products are used, installed, and maintained in a controlled environment maintained at approximately 74 degrees F (23 degrees C) and at a relative humidity of at least 15%, and ideally between 30% and 60%. Biologix USA, Inc. makes no warranty as to electrostatic-dissipative performance for products used or stored outside of these environmental conditions.

This warranty does not apply to damage resulting from shipment, storage, alteration, misuse or normal wear.

WARRANTY CONDITIONS

Biologix USA, Inc. warrants its products to be free from defects in material and workmanship from the date of their original purchase, for normal commercial use and for the applicable warranty period specified. The Biologix USA, Inc. warranty extends only to original purchasers acquiring new products for commercial use directly from Biologix USA, Inc., its authorized dealers, or others specifically authorized by Biologix USA, Inc. to sell its products.

The warranty does not apply to damage caused by the carrier; customer modification of product; attachments to a product; non-standard materials selected by and used at the request of a customer; failure to clean or maintain the product in accordance with the Biologix USA, Inc. published instructions, or the use of any cleaning agents, solvents, or methods not approved by Biologix USA, Inc.; or products which are not installed or used in accordance with the Biologix USA, Inc. published instructions.

Biologix USA, Inc.'s obligation and the purchaser's sole remedy under this warranty are limited as follows: repair or replacement, at the company's option, F.O.B. its plant.

Purchasers may be required to establish that a claim is within the warranty period by producing the invoice for the product or other proof of purchase which is reasonably satisfactory to Biologix USA, Inc. Biologix USA, Inc. makes no warranty to purchasers who acquire products for personal, family, or household purposes. No person, firm, or corporations authorized to assume for Biologix USA, Inc. any liability in connection with the sale or installation of the Biologix USA, Inc. products except as stated above. THERE ARE NO OTHER WARRANTIES EXCEPT AS EXPRESSLY SET FORTH ABOVE. EITHER EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. The remedies stated herein are expressly agreed to be exclusive as a condition of sale, and Biologix USA, Inc. liability with respect to its products shall not exceed that expressly set forth above regardless of the theory upon which any claim might be based, including breach of contract, warranty, negligence, or strict liability in tort. Under no circumstances shall Biologix USA, Inc. be liable for incidental or consequential damages.