

LIMITED WARRANTY

PLEASE READ THESE WARRANTY TERMS AND CONDITIONS CAREFULLY BEFORE USING YOUR LINET PRODUCT. BY USING THE PRODUCT, YOU ARE CONSENTING TO BE BOUND BY THE FOLLOWING WARRANTY TERMS AND CONDITIONS.

LIMITED WARRANTY

LINET Americas, Inc. ("LINET") warrants all new LINET products to be free from material defects in materials and workmanship for the warranty periods set forth below. The warranty periods commence on the invoice date of the original purchase. 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 LINET or the authorized LINET dealer within 30 days after the date of discovery of any claimed defect and make the affected product available for inspection by LINET or its service representative. **Warranty is subject to change without notice; products will be covered by warranty in effect at the time of purchase.** LINET's obligations under this warranty are limited as set forth below.

STANDARD WARRANTY** PERIODS AND COVERAGE: FRAMES

ITEM	1 YR PARTS	1 YR LABOR & TRAVEL*	PRORATED WARRANTY**	
			YES	NO
BED FRAMES				
Bed Frames – Eleganza Series Bed Frames – Multicare Series Bed Frames – Tom 2 Series Bed Frames – AVE 2 Series	✓	✓		✓
Bed Frames – Sentida Series	✓	✓		✓
Stretcher Frames – SPRINT Series	✓	✓		✓

STANDARD WARRANTY** PERIODS AND COVERAGE: MATTRESSES, FURNITURE & HERCULES

ITEM	1 YR PARTS	1 YR LABOR & TRAVEL*	PRORATED WARRANTY**	
			YES	NO
MATTRESS & MATTRESS COMPONENTS				
Ergozone, Protevo and Clinicare: Foam and Air Bladders	✓	✓		✓
AVE 2 Mattress	✓	✓		✓
SPRINT Mattress	✓	✓		✓
Protevo Pumps	✓	✓		✓
OptiCare Air Surface: Bladders, Internal Components, Bottom Cover	✓	✓		✓
Mattress Covers: Ergozone, Protevo, & OptiCare	✓	✓		✓
Symbioso Cover – Standard Gray	✓	✓		✓
Symbioso Cover – Blue Slippy	✓	✓		✓
Symbioso Pump Box	✓	✓		✓
All Mattress Covers Delivered after 7/17/17: (As a replacement or with a mattress)	✓	✓		✓
FURNITURE				
Bedside Cabinets	✓			✓
Seating	✓			✓
Overbed Tables	✓			✓

* By LINET or its authorized service provider

** Pro-rated after Year 1

Conditions and Restrictions

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

1. The warranty applies to the LINET product only while:
 - a. it remains in the possession of the original purchaser 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 LINET outside the terms of this warranty does not waive the limits of this warranty.
3. LINET's warranty is not valid outside the United States.
4. Any description of LINET's 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, consumables and cosmetic items. Consumable items include mattresses, casters, handsets and batteries.
3. Damages due to improper transport, storage, installation, maintenance, use, repair or failure to follow LINET's instructions or procedures as detailed in the owner's manual.
4. Damage resulting from work performed by service providers not authorized by LINET.
5. Repairs performed on a LINET 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 LINET 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 LINET 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 LINET or an authorized LINET 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, water or power failure).
13. Operation of the product beyond its normal useful life.

To make a warranty claim, contact:

LINET Americas, Inc. / 9115 Harris Corners Pkwy / Suite 150 / Charlotte, NC / 28269
Toll Free: 877-815-9895

Disclaimer and Release

The warranties provided herein are the exclusive warranties given by LINET 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. LINET 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 TO:**

(A) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF LINET 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 LINET determines to have failed to conform to its warranty, LINET will provide, at its option, one of the following:

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

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

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

EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES.

LINET 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. **LINET AMERICAS' LIABILITY SHALL BE LIMITED TO THE AMOUNT PAID BY BUYER FOR THE RELEVANT PRODUCT.**

Mattress Specific Limited Warranty

We offer to you, as the original purchaser, a warranty for the cover and mattresses. Our warranty applies for the warranty period stated below. If any product or product part is defective in material or workmanship during the applicable warranty period, we will repair or replace it at our cost. Please note that the decision to repair or replace a product or product part will be at our discretion. Our warranty applies only if the product is properly maintained by the original purchaser for normal, indoor use and does not cover normal wear and tear, modification of the product, or damage caused by abuse, improper use, failure to maintain, use which exceeds the published product limitations, or the combination of any product with another product. In addition, our warranty does not cover fading, texture, colorfastness, stains, cosmetic issues or damage from improper cleaning.

Please note that a decrease in the height or firmness is not eligible for a warranty claim. In certain cases, we may provide you repair or adjustment instructions and/or replacement parts, and ask you to perform a repair or adjustment or replace a defective part. Our warranty gives you specific legal rights, and you may also have other rights, which vary, from state to state. We reserve the right to dispose of any product that is returned, but does not meet the warranty eligibility, unless otherwise informed by the original purchaser. If requested, the non-conforming product will be returned to the customer at their expense.