



Extended Warranty

LIMITED REPAIR OR REPLACEMENT MESSAGE CHAIR WARRANTY WITH ON-SITE SERVICE

If you have a warranty or product question, please contact Ogawa's support team at 1-888-270-8538 between the hours of 8:00am to 4:30pm Mountain Standard Time, Monday through Friday (excluding holidays).

In the event you detect and report, during the Service Period, a defect in the workmanship or material of the Equipment, then the Administrator shall provide the services hereinafter described. Your purchase of Extended Warranty or your first use of the toll-free service line shall constitute your acceptance to the terms of this Limited Warranty including the indemnification provisions. For convenience of future reference, please keep this Limited Warranty and your original proof of purchase in a safe and accessible place.

1) DEFINITIONS - For the purpose of this Limited Warranty, the following terms shall have the following meanings: (1) "Equipment" shall mean a Ogawa product or system; (2) "Customer" shall mean only the residential end-user of the Equipment who is the original purchaser of the equipment from the Distributor, from an authorized reseller. Usages of "you" or "your" refer to the Customer; (4) "Commencement Date" shall mean the date on which the Equipment is first purchased by a Customer from the Distributor or from an authorized reseller; (5) "Service Period" shall mean the period commencing on the Commencement Date; (6) "Administrator" shall mean Ogawa, LLC. Usage of "we," "us," or "our" shall mean the Administrator. You may contact the Administrator if you have questions regarding this coverage. We can be reached by phone at 1-888-270-8538.

2) COVERAGE - During the Service Period, we will repair or replace, at our sole discretion, any defective Equipment. We will return the Equipment to a properly functioning state. To obtain performance you must be able to provide us with the original, dated proof of purchase for the Equipment. This Limited Warranty extends only to Customers. Only our representatives may perform repairs on the Equipment under this Limited Warranty. Replaced parts shall be covered under this Limited Warranty for the remainder of the Service Period or for thirty (30) days, whichever is longer. We will provide on-site service as necessary on regular work days. Submission of the Extended Warranty Card form is not a condition precedent to obtaining performance under this Limited Warranty. If a particular replacement part is not available from the manufacturer, we will make reasonable efforts to locate a compatible replacement part. If we are unable to locate a compatible part, we may replace your Equipment with a similar product. Under no circumstances shall the retail replacement value exceed the original net price paid for the Equipment. In the event you choose not to accept a replacement for your Equipment, we shall no longer be responsible for making repairs under this Limited Warranty.

3) EXCLUSIONS - This Limited Warranty does not include service needed on Equipment as a result of any of the following: (1) Installation, set-up, moving, or relocation from the originally installed location; (2) Cosmetic changes, tears, or failure of fabrics, woods, foam, pads, plastics, upholsteries, exterior coverings, and damages and changes resulting from normal wear and tear; (3) Negligence, misuse, abuse, improper maintenance, electrical disturbances and power surges, acts of nature, or work, attachments, additions, alterations, or modifications by persons other than authorized Administrator service providers. (4) Failure by the Customer to use a high-quality surge protector during the entire Service Period; (5) Improper operating environment; (6) Any problem not involving a defect; (7) Damage or malfunction whatsoever caused by an animal or pet; (8) Damage or malfunction whatsoever caused by liquids of any kind; (9) Rental, business, commercial, institutional or other non-residential use; (10) Unnecessary service calls. If no problem is found upon diagnosis by us or any other third party, you may be charged our standard rate for service calls, shipping costs, and parts; (11) Dropped product or components (including remote controls); (12) Use of any item with the Equipment if the item is not designated for use with the Equipment; and (13) Field service requires pre-approval and must be performed by Ogawa's authorized field service personnel. Field service is only available in the in major metropolitan areas in Canada.

4) YOUR RESPONSIBILITIES - You shall: (1) operate the Equipment in an environment meeting the requirements delineated in the Equipment's owner manual and other provided instructions; (2) protect the supply of electricity to the Equipment through the use a high-quality surge protection device; (3) permit no work on the Equipment except by our authorized service providers; (4) have an adult representative present whenever we provide support services; (5) perform telephone or email diagnostic procedures as requested by us; (6) safeguard and return (at our expense) all replacement parts shipped to you. Either the part to be replaced or the replacement part or item shipped to you must be returned to the Distributor upon request.

5) EXCULPATION AND INDEMNIFICATION - Our maximum liability under this Limited Warranty is limited to the cost of repairing or replacing defective Equipment. We shall not be liable to you for incidental and consequential damages. Under no circumstances shall you or anyone else ever be deemed to be a third-party beneficiary of the agreement. We shall not be liable for, and you hereby indemnify and hold us and every authorized service provider harmless from, any and all loss, damage, claim, or cause of action, direct or indirect, incidental or consequential, occurring to you, or to the employees or agents of you, or to any other third party, or to the property of any of the foregoing, which may arise as a result of any defect covered by this Limited Warranty or as a result of any service performed under this Limited Warranty.

Exclusions:

- Any malfunction that is caused by circumstance beyond Ogawa's control.
- Damage or malfunction resulting from misuse or abuse including but not limited to damage from liquids of any kind, transit, shipping, relocation damage, incorrect voltage, operation contrary to what is detailed in the Owner's Manual, modification or repair by the user, use by anyone (whether the product is open or stowed) over 300 pounds or any use by more than one person at a time, outdoor usage, and any flood, fire, or other Acts of God.
- Normal wear and tear and all cosmetic damage to fabric or other exterior parts of the chair.
- Under no circumstances whatsoever shall Ogawa be liable for special, incidental, or consequential damages.
- Rental, business, commercial, institutional or other non-residential use

We suggest that you keep this warranty and safely file it with your original proof of purchase.