

LINAK® offers limited warranty to its customers against defects in MEDLINE & CARELINE products (the “Products”) in accordance with the below (the “Warranty”):

1. Warranty

For a period of 60 months from production of MEDLINE & CARELINE 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 month 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 in lieu of all other warranties, 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 the Warranty within the Warranty Period, you must inform LINAK of such alleged defects in writing 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.

Repairs 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 another address determined or 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 Products.

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 may charge a fee for the time and material 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 LINAK authorised service or repair centre.

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-MEDLINE & CARELINE applications, MEDLINE & CARELINE applications include:

- a. activity chair (for disabled individuals),
- b. autopsy tables,
- c. barber and beauty chairs,
- d. bathtub lifts (entire bathtub),
- e. care tables (spa and massage),
- f. C-arm (for x-ray scanner),
- g. ceiling lifts (for patients);
- h. decontaminator/sterilisation,
- i. diaper tables,
- j. examination and treatment table and couches (including chiropractors),
- k. fitness equipment,
- l. homecare beds,
- m. hospital and nursing beds,
- n. incubators,
- o. kitchens application (for disabled people),
- p. lifts (wheelchairs and stairs),
- q. medical and nursing chairs (including dental, gynaecology, care and treatment, shower and toilet, stand assistant, and surgery),
- r. medical carts,
- s. medical pendants (operation lights),
- t. ophthalmic equipment,
- u. patient lifts,
- v. physical therapy equipment,
- w. pool and bath lifts,
- x. power assisted bed move,
- y. recline and raise chair (for elderly and disabled people),
- z. scooter (seat lift), aa. shower trolley, bb. sink adjustment; cc. stand tall walker (stand/walk assistance and rehabilitation), dd. stretchers, ee. surgery tables and chairs, ff. toilet lifts, gg. trolleys for surgical instruments, hh. wheelchairs (manual and powered), and ii. X-ray lifts, and jj. X-ray tables.

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 MEDLINE & CARELINE Products will be subject to the 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 MEDLINE & CARELINE Products shall refer any claims and questions to the retailer or application manufacturer where they bought their product from.

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