

Lojer Oy's Warranty Policy

The Warranty Policy provided herein shall only apply to Lojer, Delta and Merivaara branded Products manufactured by Lojer Oy, Finland. The warranties provided in this Warranty Policy shall constitute the only warranty by Lojer and no other warranties of any kind, whether statutory, written or oral, express or implied shall apply.

LIMITED INTERNATIONAL WARRANTY

Limited Warranty. Lojer hereby warrants, subject to the terms of this limited warranty, that the Equipment is free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for a period of **24 months**. For the steel structure the warranty period is **10 years**. The warranty period starts from the date of shipment to the Distributor.

Warranty period for accessories and wearing components (such as upholsteries and wires/ropes), either bundled in the original packaging or purchased separately, such as, spare parts, replacement parts, batteries, mattresses shall be twelve (12) months from the date of shipment. Defects in a repaired or replaced part shall be covered to the extent of the unexpired term of the applicable warranty period.

Exclusions. Warranty herein do not apply to defects due to (i) normal wear and tear, (ii) event of Force Majeure, (iii) misuse, fault or negligence, (iv) causes external to the Equipment such as, without limitation, power failure or electrical power surges, (v) installation, use, maintenance, storage, or handling in an improper or inadequate manner, such as, but not limited to, failure to follow Lojer's instructions or conditions of any manual, operation outside stated environmental or use specifications, excessive use, or operation or contact with unapproved products, software, materials, chemicals or other products not originating from Lojer; or (vi) Equipment sold as 'used' products. The product is not considered to be defective in materials nor workmanship if it requires adaptation in order to conform to other local or national technical or safety standards.

ADDITIONALLY, ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE EQUIPMENT PERFORMED BY ANY OTHER THAN LOJER OR CERTIFIED THIRD PARTY, OR ANY USE OF REPLACEMENT PARTS NOT PROVIDED BY LOJER, WILL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED EQUIPMENT.

The guarantee will become void if (i) a Lojer product is equipped or used with parts that have not been approved by Lojer for the product in question, (ii) The product is cleaned with cleaning agents other than those specified in the operating manual, or if the product is allowed to come into direct contact with agents other than those specified in the manual, (iii) Regular preventive maintenance according to user/service instructions has not been performed by trained medical service personnel.

Remedies. In order to benefit from the warranty, Distributor shall notify Lojer in writing without delay, however within two (2) business days at the latest, of any defects in details in order to enable Lojer to evaluate the situation. Any such notification is required to be made using standard support system of Lojer. Defective parts must be returned to Lojer by the Distributor at its sole cost without delay. Provided that the examination of Lojer shows that the original part of the Equipment was defective, Lojer shall in its sole discretion, to the exclusion of any other remedy, decide on repairment or replacement of the non-conforming Equipment and/or provide additional parts as reasonably necessary to comply with warranty obligations.

Lojer is entitled to invoice any replacement or additional parts provided by Lojer, if Lojer has confirmed defects (by remote means) and Equipment has not been returned to Lojer within 30 days at the latest from such confirmation.

The distributor shall be obliged to perform all warranty and service work at its own cost. Lojer shall not be obliged to carry out dismantling or re-installation of any part.

Limitation of Liability. Lojer's liability under warranty shall under no circumstances exceed the invoice price of the respective Equipment or a part of the Equipment which is the subject of the claim.