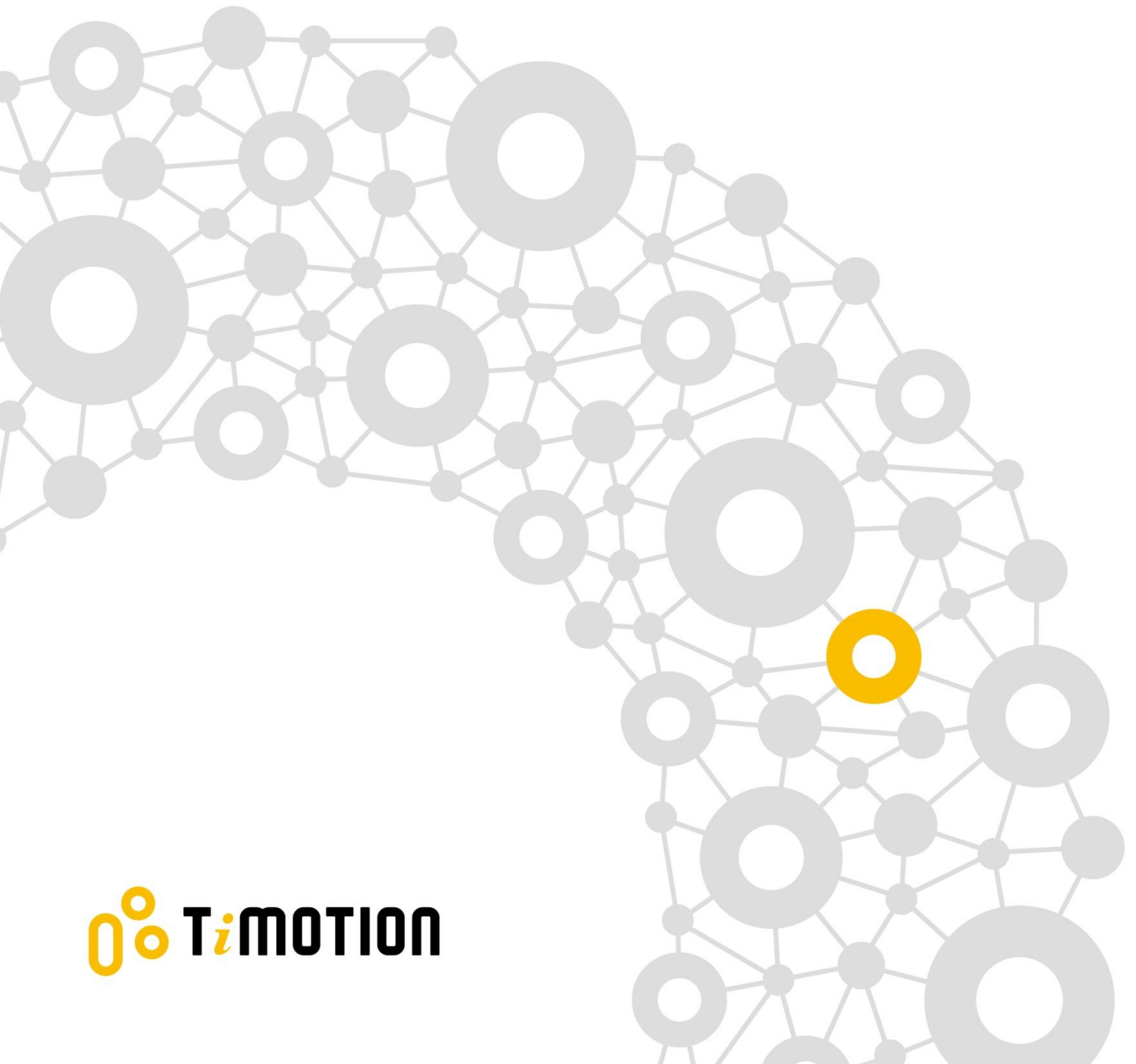


VERSION 1
Warranty Notification

Ergo Motion



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Warranty Notification

TiMOTION warrants all new TiMOTION products will be free from defects in materials and workmanship for the warranty periods set forth below.

5-year warranty for “Electro-mechanical” products, in particular, those associated with **Ergonomic** applications, including the following product categories:

- ◆ Actuators-TA Series
- ◆ Columns-TL, TVL Series
- ◆ Control boxes-TC Series
- ◆ Power supplies-TP Series
- ◆ Controls-TH, TDH, TFH Series
- ◆ ERGO line-TEK Series
- ◆ Accessories

1-year warranty for “Battery” products include:

- ◆ Back up batteries-TBB Series

The warranty periods commence on the date of production of the relevant TiMOTION products as indicated on the serial number located on each TiMOTION product label. This warranty applies only against defects discovered within the warranty period and extends only to the original buyer. Parts repaired or replaced under the terms of this warranty will be warranted for the remainder of the original warranty period only.

TiMOTION will not be responsible for product defects or accidents caused by improper operation, installation, over-spec applications, function failure caused by other assembled products, or unexpected natural calamity.

Warranty Claims

Should defects subject to the warranty be discovered within the warranty period, you must inform TiMOTION of such alleged defects in writing. The product shall then be sent to TiMOTION or any other address determined designated by TiMOTION with freight and insurance paid by the sender.

If you have complained within the warranty period and if TiMOTION accepts that the product is defective under this warranty, TiMOTION, at its sole discretion, will replace, repair free of charge, or credit such defective product. If the product is replaced or repaired by TiMOTION, TiMOTION will, at its own cost, dispatch the new or repaired product to you.

TiMOTION will reimburse you for the freight costs incurred in sending defective products from your place of business for the original delivery to TiMOTION's place of business or another address determined or designated by TiMOTION. But only if TiMOTION has approved in writing the dispatch method and the costs incurred before dispatch of the products.

Should TiMOTION's failure analysis reveal that the returned product is not defective under this warranty, TiMOTION may return the product to you at your cost and risk. TiMOTION may also charge a fee for the time and material used in analyzing the returned product.

The warranty will only be valid insofar 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 TiMOTION authorized service or repair center.

However, TiMOTION does not extend warranty to any warranty claim arising from:

- (a) defects that were not present in the product when delivered to you. For example, defects caused by third-party hardware or software.
- (b) any product alteration or modification, except those alterations or modifications made by TiMOTION or expressly agreed to by TiMOTION in writing.
- (c) damage in shipment caused by carrier(s).
- (d) abuse, unreasonable use, mistreatment, or neglect.
- (e) improper testing, improper installation, improper storage, improper cleaning, or improper handling
- (f) normal wear and tear.
- (g) unusual physical or electrical stress or abnormal environmental conditions.
- (h) damage caused by use of the product(s) contrary to any instructions issued by TiMOTION.
- (i) damage caused by the equipment or system with which the product(s) is used.
- (j) damage or marking of surfaces caused by sharp or foreign objects.

(k) product(s) that is determined to be stolen or damaged by an act of god.

Disclaimer and Release

The warranties provided herein are the exclusive warranties given by TiMOTION 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 NON-INFRINGEMENT, ARE HEREBY DISCLAIMED AND EXCLUDED. TiMOTION 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 TiMOTION 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 its essential purpose.