

## 3-YEAR LIMITED REPAIR OR REPLACEMENT MASSAGE CHAIR WARRANTY WITH ON-SITE SERVICE

If you have a warranty or product question, contact DreamWave's technical support team at 720-616-5003. In the event you detect and report, during the Service Period, a defect in the workmanship or material of the Equipment, then we shall provide the services hereinafter described. Your warranty registration or your first use of the service phone line shall constitute your acceptance to the terms of this Limited Warranty including the indemnification provisions. 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) “Distributor” shall mean DreamWave; (2) “Equipment” shall mean a DreamWave product or system; (3) “Customer” shall mean only the residential end-user of the Equipment who is the original purchaser of the equipment 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 DreamWave reseller; (5) “Service Period” shall mean the THREE (3) year period commencing on the Commencement Date; (6) “Administrator” shall mean DreamWave. 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 720-616-5003 or by mail at 2125 32nd Street, Boulder, CO 80301.

**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 the original purchaser and 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 workdays between the hours of 8:00 A.M. and 5:00 P.M. your local time. Warranty registration 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. This Limited Warranty may not be transferred at any time during the original term.

**3) EXCLUSIONS** – This Limited Warranty does not include service needed on Equipment as a result of any of the following: (1) Dropped product or components including remote controls, cracked remote controller screens, or cracked remote housing; (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) Installation, set-up, or relocation from the originally installed location; (4) 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; (5) Failure by the Customer to use a high-quality surge protector during the entire Service Period; (6) Improper operating environment; (7) Any problem not involving a defect; (8) Damage or malfunction whatsoever caused by an animal or pet; (9) Damage or malfunction

whatsoever caused by liquids of any kind; (10) Rental, business, commercial, institutional or other non-residential use; (11) 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; and (12) Use of any item with the Equipment if the item is not designated for use with the Equipment. Floor models that have been on display for more than nine (9) months are not covered under any provisions of this Limited Warranty.

**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) promptly report to us any diagnostic messages; (4) permit no work on the Equipment except by our authorized service providers; (5) have an adult representative present whenever we provide support services; (6) perform telephone or email diagnostic procedures as requested by us; (7) safeguard and return (at our expense) all replacement parts shipped to you. You assume financial responsibility for all parts and accessories shipped to you until the item or part replaced is returned to us.

**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. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. We have provided this Limited Warranty pursuant to an agreement between the Distributor and us. All our obligations under the agreement run solely to the Distributor. 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, 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. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Colorado.



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