

Agility Limited Lifetime Warranty

Agility strives to make business easy through devotion to our customers. We dedicate our 100% to delivering unparalleled solutions that make common sense. Agility aims for a simple process that responds to your needs, which is the basis of our Limited Lifetime Warranty.

This Limited Lifetime Warranty is made to and for the benefit of the original purchaser of the product and is non-transferable. It applies only to the products that can be identified by the original, unaltered Agility trademark, trade name or logo affixed to them. Agility does not warrant any product that is not manufactured by, for, or with permission from Agility.

Agility's obligation under this warranty is limited to replacing or repairing any product or part that it determines to be defective after inspection by its authorized representative, following receipt of written notice of the defect from the purchaser within the warranty period and is based on an 8 hour work day usage. This warranty shall apply to the original purchaser only, is non-transferable, and is not valid outside the United States, and Canada.

Exceptions to the Lifetime Coverage

TABLES AND DESKS

- Three (3) Years:** Electrical Components – control boxes, hand switches, motors
Five (5) Years: Mechanical Components – crank drives, spindles
Twelve (12) Years: Structural Components – J-channels, feet, top supports, worksurfaces
Monitor Arms – full product

Warranty Exclusion Factors

Electric components and motors are only covered under normal operational conditions, subject to the inspection and determination of an Agility technician.

Labor charges, shipping and/or damage incurred in the installation, repair, or replacement of any products are excluded.

This Limited Warranty does not apply to Products affected by any of the following conditions (the "Exclusion Factors"):

- Abuse, unreasonable use, mistreatment, or neglect
- Improper testing, improper installation, improper storage, or improper handling
- Unusual physical or electrical stress, power fluctuations, or abnormal environmental condition
- Damage caused by use of the product contrary to any instructions issued by Agility
- Damage caused by the equipment or system with which the product is used
- Damage caused by use with any third-party goods, hardware, or other product that has not been previously approved in writing by Agility
- Damage caused by modification or repair not made or authorized by Agility
- Products that are determined to be stolen or damaged by an act of God

Warranty Provides Exclusive Remedies

The foregoing contains a Customer's EXCLUSIVE REMEDY for allegedly Nonconforming Products. A Customer's remedy under this Limited Warranty is conditioned upon the Customer's compliance with its obligations under this Limited Warranty. A Customer has no right to return for repair, replacement, credit, or refund any allegedly Nonconforming Products, except as set forth above. In no event shall a Customer reconstruct, repair, alter, or replace any Products, in whole or in part, either itself or by or through any third party. Such actions void this Limited Warranty.

This Limited Warranty does not apply to Products affected by any of the following conditions (the "Exclusion Factors"):

- Abuse, unreasonable use, mistreatment, or neglect
- Improper testing, improper installation, improper storage, or improper handling
- Unusual physical or electrical stress, power fluctuations, or abnormal environmental condition
- Damage caused by use of the product contrary to any instructions issued by Agility
- Damage caused by the equipment or system with which the product is used
- Damage caused by use with any third-party goods, hardware, or other product that has not been previously approved in writing by Agility
- Damage caused by modification or repair not made or authorized by Agility
- Products that are determined to be stolen or damaged by an act of God

THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE, NON-TRANSFERABLE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. AGILITY SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, AS TO THE PRODUCTS OR ANY OTHER MATTER WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, AGILITY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY OTHER WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

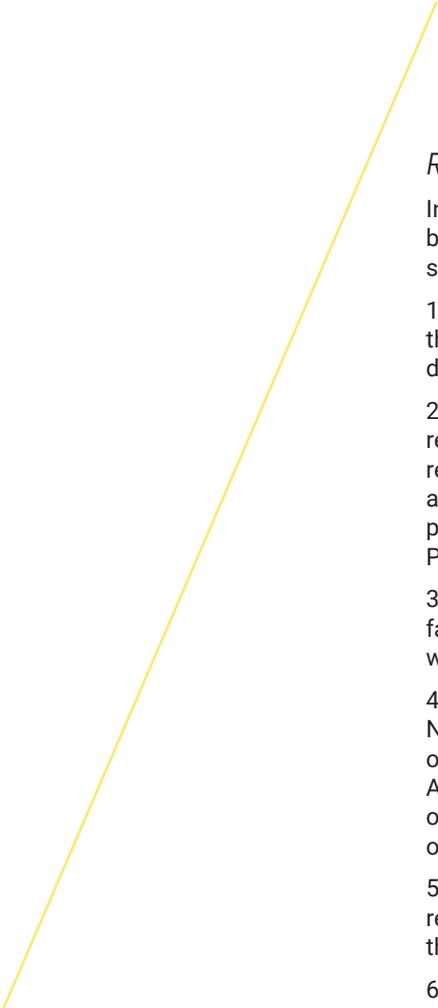
No Agility distributor, reseller, dealer, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. No oral or written information or advice given by Agility or its agents will create a warranty or increase the scope of this Limited Warranty.

AGILITY IS NOT RESPONSIBLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND WHETHER OR NOT AGILITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE OR REPLACEMENT OF EQUIPMENT AND PROPERTY, AND ANY LEGAL COSTS OF RECOVERY. AGILITY'S LIABILITY ARISING OUT OF THIS LIMITED WARRANTY, ITS STANDARD TERMS AND CONDITIONS, SALE OR USE OF PRODUCTS, OR CUSTOMER'S RELATIONSHIP WITH AGILITY, INCLUDING WITHOUT LIMITATION, ANY AND ALL CLAIMS COMBINED, WILL NOT EXCEED THE AMOUNT OF THE PURCHASE PRICE FOR THE PRODUCT AND SERVICES PROVIDED. THE LIMITATIONS IN THIS SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or exclusions of implied warranties, so the above limitations or exclusions may not apply to you.

This Statement of Limited Warranty shall be exclusively interpreted in accordance with the English language with the meaning of its terms. Should a translation of this Limited Warranty deviate from the English language version, only the English language version shall apply and be binding.

For hourly rate maximum chargeback, customers shall refer to the separate document and adhere to the policies held within.



Return Policy

In the unlikely event that your Agility product should require service during the warranty period, or you believe you have a claim for a defective product (an allegedly “Nonconforming product”), any and all such claims shall be subject to the following procedures.

1. You shall notify Agility, in writing, of any alleged claim or defect within five (5) business days from the date you discover, or on reasonable inspection you should have discovered, such alleged claim or defect (but in any event, prior to the expiration of the applicable Warranty Period).
2. You shall contact the Agility Customer Service at (702) 342-8617 for customer assistance and to request a Return Merchandise Authorization (“RMA”). In order to obtain warranty services, Agility may require a copy of the receipt, bill of sale, or other appropriate documentation bearing your identification as the original purchaser and the Agility model number of the affected product may be required as proof of purchase. Once the Agility Service Center determines that a return of allegedly Defective Product for inspection is warranted, Agility will issue an RMA number.
3. You shall ship, at your expense and risk of loss, the allegedly Nonconforming product to Agility’s facility designated for inspection and testing by Agility. Any returned product must be properly packaged, with the RMA clearly displayed on the outside of the packaging, to obtain warranty service.
4. If Agility’s inspection and testing reveals, to Agility’s reasonable satisfaction, that such allegedly Nonconforming Product(s) are nonconforming and/or defective, and any such nonconformance or defect has not been caused or contributed to by any of the “Exclusion Factors” described below, Agility shall, in its sole discretion, and at its expense, (a) repair or replace the Nonconforming Product, or (b) credit or refund the price of the Nonconforming Product, less any applicable discounts, rebates, or credits.
5. If Agility exercises its option to repair or replace a Nonconforming Product, Agility shall, after receiving your shipment of Nonconforming Product(s), ship to you, at your expense and risk of loss, the repaired or replaced products to the delivery location designated by you.
6. If Agility elects to repair or replace a Nonconforming Product, Agility owns the replaced Nonconforming Product, and Agility own all parts removed from a repaired product. Agility uses new and reconditioned parts made by various manufactured in conjunction with warranty repairs and replacement products. Repair parts or replacement products may, at Agility’s option, include an equal or better model or features.
7. The warranty period on replacement Products is the remainder of the Warranty Period on the original product, or thirty (30) days, whichever is longer