

# Midmark® Workstations: Limited Warranty

## SCOPE OF WARRANTY

Midmark Corporation warrants to the original purchaser its Midmark Workstation products manufactured by Midmark to be free from defects in material and workmanship under normal interior use and service. Midmark's obligation under this warranty is limited to the repair or replacement, at Midmark's option, of the parts or the products the defects of which are reported to Midmark within the applicable warranty period and which upon examination by Midmark prove to be defective.

## APPLICABLE WARRANTY PERIOD

The applicable warranty period, measured from the date of delivery to the original user, shall be as follows:

- A. Five years for all Midmark Workstation products and components (except for the shorter periods in B), including drawer fronts and casters
  
- B. One year for Power system components and coiled power cords

## EXCLUSIONS

This warranty does not cover and Midmark shall not be liable for: (1) Failure to install or use according to the Midmark user and installation manuals (2) Normal wear and tear, repairs and replacements required because of misuse, abuse, negligence, alteration, accident, freight damage or tampering (including, without limitation, use of product in unsuitable environments or conditions); (3) matching of color, grain or texture except to commercially acceptable standards; (4) changes in color caused by natural or artificial light; (5) products which are

not installed, used or properly cleaned as required in Midmark's written Installation Manual; (6) specially manufactured products; (7) products considered to be of a consumable nature such as light bulbs and surge suppression products; (8) accessories or parts not manufactured by Midmark or use of non-authorized Midmark components; (9) charges by anyone (including Midmark's authorized dealers) for adjustments, repairs, replacement parts, installation or other work performed upon or in connection with such products which is not expressly authorized in writing in advance by Midmark.

## EXCLUSIVE REMEDY

Midmark's only obligation under this warranty is the repair or replacement of defective parts. Midmark shall not be liable for any direct, special, indirect, incidental, exemplary or consequential damages or delay.

## NO AUTHORIZATION

No person or firm is authorized to create for Midmark any other obligation or liability in connection with the products.

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