

# STANNAH STAIRLIFTS INC.

## GENERAL TERMS AND CONDITIONS OF SALE

**1. SEVEN-DAY NO-RISK MONEY-BACK GUARANTEE.** If you're not completely satisfied with your Stannah Stairlift, just notify us within seven days after installation and we'll remove it and refund your purchase price in full. You may cancel your order and get a full refund at any time prior to installation.

**2. ENTIRE AGREEMENT.** The only terms of the agreement between you and us are those set forth in the Stannah Stairlift Quotation we provided to you and your completed Stannah Stairlift Order Form, including these General Terms and Conditions of Sale. If you believe that anyone has promised or agreed (orally or otherwise) to any other terms on behalf of Stannah Stairlifts Inc., you should write those terms on the front of the Order Form before you sign it, and you should not rely on those terms as being part of our agreement with you unless we confirm to you in writing that we agree to them.

**3. LIMITED WARRANTIES.** New Stannah Stairlifts are covered by our lifetime warranty on motor and gearbox and two-year limited warranty on all other parts. For reconditioned stairlifts the warranty periods are ten years for motor/gearbox and one year for other parts. We'll repair or replace any parts of your Stannah Stairlift that fail within the applicable warranty period – no charge to you for parts during the entire warranty period or for labor during the first year of the warranty period (our standard labor charges apply after the first year of the warranty period).

Our warranties don't cover Stannah Stairlifts that have been serviced, repaired, or modified by anyone other than our authorized technicians or that have been subjected to negligence, misuse, or lack of maintenance.

THE ABOVE WARRANTIES AND REMEDIES ARE THE ONLY WARRANTIES AND REMEDIES WITH RESPECT TO OUR PRODUCTS, AND ARE IN LIEU OF (AND WE HEREBY DISCLAIM) ANY AND ALL OTHER WARRANTIES AND REMEDIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**4. SERVICE.** Our normal service hours are from 9 am to 5 pm Monday through Friday and (at additional charge) from 9 am to 3 pm on Saturday and Sunday. Service may not be available on our observed holidays. Post-warranty service plans are available – please contact us for details.

**5. TITLE.** Title to products sold by us remains with us until you pay us the full purchase price.

**6. GOVERNING LAW AND JURISDICTION FOR DISPUTE-RESOLUTION; WAIVER OF JURY TRIAL.** This agreement and your purchase and use of a Stannah Stairlift are governed by the internal laws of the Commonwealth of Massachusetts, without reference to principles of conflicts or choices of laws. Any related disputes are subject to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts.

**WE AND YOU EACH WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY SUCH DISPUTE.**