Katana Residential Full Body Massage Chair THREE (3) YEAR Limited Warranty
DEFINITIONS – (1) “Service Period” means the number of year(s) period commencing on the Commencement Date; (2) “Product” shall mean a Katana brand massage chair; (3) “Commencement Date” shall mean the date on which the Product is first purchased by a Customer from the Distributor or from an authorized reseller; and (4) “Customer” shall mean only the residential end-user of the Product who is the original purchaser of the equipment from an authorized reseller. (5) Usages of “you” or “your” refer to the Customer; (6) Usages of “we” or “us” or “our” refer to Katana Massage Chairs.

COVERAGE – Parts are covered against defects for ONE (1) YEAR of the Service Period. Labor is covered for ONE (1) year of the Service Period. 3-Year coverage for all non-moving parts and the frame. During the parts and labor portion of the coverage, we will repair or replace, at our sole discretion, any defective Product. We will return the Product to a properly functioning state at no cost to you. To obtain performance you must be the original purchaser and be able to provide us with the original, dated proof of purchase. Replaced parts shall be covered under this Limited Warranty for the remainder of the Service Period or for thirty days, whichever is longer. If a particular replacement part is unavailable, we will make reasonable efforts to locate a compatible replacement part. If we cannot locate a compatible part, we may replace your Product with a similar product. Under no circumstances shall the retail replacement value exceed the original net price paid for the Product. If you choose not to accept a replacement for your Product, we shall no longer be responsible for making repairs under this Limited Warranty. We may ask you to re-pack the Product in a shipping carton in order to repair or replace your Product.

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EXCLUSIONS – This massage chair Limited Warranty does not include service or cover costs (including shipping costs) related to a diagnosis by our technical team of “no problem found” for the Product, dropped Product or components including remote controls or cracked remote housing; changes in upholstery, wood, foam, plastic, and cosmetic changes resulting from normal wear and tear and not related to manufacturing defects; damage from installation, set-up, or relocation from the originally installed location; 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 service providers; improper operating environment; any problem not involving a defect; damage or malfunction whatsoever caused by an animal or pet; damage or malfunction whatsoever caused by liquids of any kind; rental, business, commercial, institutional or other non-residential use, or use by

anyone over 240 pounds (110 kilos); any territories or countries outside the United States; use of any item with the Product if the item is not designated for use with the Product.

YOUR RESPONSIBILITIES:

– Retain appropriate and acceptable proof of purchase showing that you are the original purchaser of the Product.
– Operate the Product as specified in all accompanying manuals and product documentation. – Use the product exclusively for the purpose intended.
– Notify us within 30 days of detecting an issue with the Product.
– Perform telephone or email diagnostic procedures as requested by us.
– Permit no work on the Product except by us or as directed by us.
– Install replacement parts or components following our instructions.
– Allow us to schedule in-home service during normal work hours and have an adult representative present whenever we provide any in-home support services.
– Safeguard, pack, and return (at our expense) all replacement parts shipped to you, understanding that you assume financial responsibility for all parts and accessories shipped to you until the item or part replaced is returned to us.
– Properly and carefully pack the Product in a shipping carton if requested by us.
– Pay for any services (technician fees, shipping, and any other costs associated with your complaint) if we make a “no problem found” diagnosis of the Product.

EXCULPATION AND INDEMNIFICATION

Our maximum liability under this Limited Warranty is limited to the cost of repairing or replacing the defective covered Product or part. 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. 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 gives you specific legal rights, and you may also have other rights, which vary from state to state.

2-Year Non-Residential Limited Repair or Replacement Warranty With On-Site Service
If you have a warranty or product question, contact the technical support team at 720-709-1151 OR techhelp@fflbrands.com. 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/email 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.

DEFINITIONS – For the purpose of this Limited Warranty, the following terms shall have the following meanings: (1) “Distributor” shall mean FFL; (2) “Equipment” shall mean a Furniture for Life backed product or system; (3) “Customer” shall mean only the purchasing party 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 invoice date on which the Equipment is first purchased by a Customer from the Distributor or from an authorized reseller; (5) “Service Period” shall mean the TWO (2) year period commencing on the Commencement Date; (6) “Administrator” shall mean Furniture For Life. 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 720-709-1151, by email at techhelp@fflbrands.com, or by mail at 2125 32nd Street, Boulder, CO 80301.

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.

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) 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 (11) 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.

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; (8) Product must be hooked up to a high-quality surge protector that offers at least 2000 joules of surge suppression.

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.

Customer will indemnify FFL and its agents against and hold FFL harmless from any costs, damages, expenses or liabilities, including reasonable attorneys' fees and court costs, for any personal or advertising injury to, or damage to the personal property of, any person to the extent caused by: (i) any alteration or modification the Products as sold to the Customer by FFL or Product dealer; (ii) the negligent, reckless, intentional or willful acts or omissions of Customer, its agents, employees, subcontractors or invitees; (iii) the breach of any express or implied warranty of Customer; (iv) the use of Customer's advertising materials related to the Products; or (v) the breach by Customer of the terms of this Agreement.

Customer may not assign this Agreement or any interest therein and, further, may not delegate any of its duties under this Agreement to any person or entity. However, Customer will be free to assign this Agreement or delegate any of its duties hereunder to any affiliated entity or any successor to all or substantially all of the business or assets of Customer without the consent of FFL.

CAPACITY/INDEPENDENT CONTRACTOR – It is expressly agreed that FFL, or any agent of FFL, is acting as an independent contractor and not as an employee in providing the Services under this Agreement. FFL and the Customer acknowledge that this Agreement is exclusively a contract for service. Subject to the obligations of the parties under this Agreement, each of the parties hereto will at all times maintain sole operational control and responsibility in the conduct of such party's business. The parties acknowledge and agree that no employment, partnership, joint venture, or fiduciary relationship exists or arises from this Agreement. Dealer is not authorized to enter into any contractual commitments on behalf of FFL or to otherwise bind FFL in any way.

MAINTENANCE OF INSURANCE – FFL and Customer will each procure and maintain, at their respective expense, for the term of this Agreement and any renewal thereafter General Commercial Liability Insurance with coverage in minimum amounts equivalent to One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage.

ENTIRE AGREEMENT – It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

LIMITATION OF LIABILITY – It is understood and agreed that FFL will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, incidental, or consequential) which may arise even if the Customer may have been advised of the possibility of such damages.

GOVERNING LAW – It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

DISPUTE RESOLUTION – Outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Colorado. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Colorado.

SEVERABILITY – In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER – The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.