



# Therasage™ Rx 8000 Massage Bed Limited Warranty (2011)

## PLEASE RETAIN WITH IMPORTANT PAPERS

### 1. WHAT THIS LIMITED WARRANTY COVERS AND FOR HOW LONG

This Product includes the product itself, and, unless specifically excluded below, all material, parts, and components related to functionality. This Limited Warranty applies only when all of these parts are genuine Therasage components; cosmetic components are not covered by this Limited Warranty.

a) **COVERAGE** Subject to the limitations and exclusions below, and for the duration of the applicable Warranty Period, Therasage, and any of its affiliates, ("Seller") warrants that the Product's components will be free from material and functional non-conformities in material and workmanship under normal and reasonable consumer conditions. This warranty shall only accompany the Product if the product is sold in the normal course of business. PLEASE NOTE THAT IF YOU PURCHASE THIS PRODUCT AT AUCTION, DISCOUNT, OR THROUGH ANY SIMILAR DISTRESSED SALE TRANSACTION, THIS WARRANTY MAY NOT BE VALID. VALIDATION OF WARRANTY COVERAGE CAN EASILY BE OBTAINED BY CALLING THERASAGE.

b) **WARRANTY PERIOD** For the first year after purchase, Therasage, at its discretion, will repair or replace any defective part, component, mechanism, or material. This warranty coverage during the first year shall include all defective parts, labor included. For the first two years after purchase, Therasage, at its discretion, will repair or replace any defect that arises in the jade stone. The Warranty Period shall commence upon purchase of the product by the end-user consumer from an authorized dealer. Each consumer is urged to register the Product through the Warranty Registration Form attached hereto. This Limited Warranty is not transferable. Finally, this Warranty is effective from the date of purchase as shown on the purchaser's receipt (as registered with the Seller). This Warranty can only commence once proof of purchase (or gift) is provided.



## 2. WHAT THIS LIMITED WARRANTY DOES NOT COVER

a) **GENERALLY** This Limited Warranty does not include non-conformities or damages attributable to or arising from: • Minor scratches or minor visual imperfections • Negligence; improper use, installation, finishing, maintenance (including failure to maintain finish) nor operation inconsistent with Seller's recommendations and written instructions that are generally available in Seller's Product Manual as updated by bulletins or other written communications or on Seller's Worldwide website [www.therasage.com](http://www.therasage.com). • Improper storage, including inadequate shelter or inadequate venting of shipping wrap in humid locations • Misapplication of use, commercial use, or use other than generally intended • Batteries (which are covered under their own warranty) • Normal wear and tear

b) **CERTAIN CONDITIONS** This Limited Warranty does not guarantee health claims. Further, this Limited Warranty does not cover damage attributable to or caused by acts of God that include, but are not limited to, power surges, stresses, fire and other conditions that exceed Product designs. Seller is not responsible for claims or damages caused by water or condensation infiltration.

## 3. THIS LIMITED WARRANTY'S EXCLUSIVE REMEDY

- If the Product or any components fail to meet this Limited Warranty, Seller's sole obligation is to either (as Seller elects): a) repair the component (color matching not guaranteed); or b) provide replacement component's) to the Warranty Holder or the Seller's dealer designated (color matching not guaranteed); or c) refund the Warranty Holder's purchase price (the lesser of the original Product/component purchase price or the original catalog list price). Repaired or replaced components are warranted only on the same terms and for the remainder of the Warranty Period. Seller reserves the right to discontinue or change any Product. If the Product or component is not available, Seller may select and provide a replacement Product or component of equal quality and comparable price. This is the Warranty Holder's sole and exclusive remedy for the Product under this Limited Warranty. By example but not limitation, this Limited Warranty does not cover the following costs and expenses: (i) labor (after the first year); (ii) shipping/ freight expenses to return the Product to Seller, or Seller's designated service center; (iii) normal maintenance; or (iv) consequential, special, or indirect losses or damages of any kind.



## Therasage™ Limited Warranty

### 4. DISCLAIMER OF WARRANTIES

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, SUCH WARRANTIES ARE LIMITED TO THE DURATION PROVIDED BY LAW. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY. SELLER DOES NOT AUTHORIZE ANYONE TO CREATE FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH PRODUCTS.

### 5. LIMITATION OF LIABILITY

SELLER'S SOLE LIABILITY UNDER THIS LIMITED WARRANTY IS REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE AS SET FORTH ABOVE. IN NO EVENT, WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGE OF ANY KIND TO A PREMISES, LOSS OF PRODUCT USE, LABOR, LOST PROFITS/REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS OR WORK, INCREASED OPERATING EXPENSES, EMOTIONAL DISTRESS CLAIMS, LOSS OF CONSORT CLAIMS, OR CLAIMS OF THIRD PARTIES FOR SUCH DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.) SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. THIS LIMITED WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS BUT WARRANTY HOLDER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. IF THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SELLER'S ENTIRE LIABILITY EXCEED THE LESSER OF THE PRODUCT'S OR THE NON-CONFORMING COMPONENT'S PURCHASE PRICE.

### 6. CLAIMS

Claims must be initiated during the Warranty Period. To initiate a claim, please contact Therasage, Attn: Customer Service, 21000 Boca Rio Road, Suite A-21C, Boca Raton, Florida, 33433 or by writing [Info@therasage.com](mailto:Info@therasage.com). Claimant will be required to provide proof of purchase and the date of Product purchase (unless the Product was registered at the time of purchase) and may be required to return the Product or component to Seller (at Claimant's expense).