

BACKLANDER™ BED – LIMITED 5-YEAR WARRANTY

Palziv North America, Inc. (“PNA”) warrants the Backlander™ bed to be free of defects in manufacturing, materials, and workmanship when it is used in a manner that is consistent with its product manual and warnings. This warranty is for five full years from the date of original retail purchase (the “Warranty Period”).

This limited warranty does not cover loss or damage caused in whole or in part by (1) the user’s abuse, negligent handling, or alteration of the product; (2) accident; (3) the user’s failure to follow instructions and warnings; (4) service performed on the product by someone other than PNA or its delegate; (5) acts of nature (e.g., tornados, hurricanes, earthquakes, etc.); or (6) damage caused by animals.

All claims covered by this warranty are limited to claims for the repair or replacement of the Backlander™ bed, or refund of the original purchase price.

This warranty applies only to the original purchaser, and it is not transferable. The election of repair, replacement, or refund of a defective Backlander™ bed will be at the sole discretion of PNA. For proof of purchase and warranty holder identity, the original purchaser making a claim under this warranty must provide the purchase receipt.

To process a claim under this warranty, the original purchaser must send timely written notice of any claim, within the Warranty Period, to PNA at the address listed below. The notice must describe the product and the claimed defect, and it must include a copy of the original purchase receipt. PNA reserves the right to inspect the product. Failure to comply with this warranty will render the warranty null and void. If a warranty claim is approved, PNA will provide return instructions if applicable.

UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, PNA WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM DEFECTS IN, OR FAILURES OF, THE PRODUCT OR THOSE INCURRED IN THE REPAIR, REMOVAL, REPLACEMENT, OR REINSTALLATION OF THE PRODUCT OR OTHER AFFECTED ITEMS. THE ABOVE WARRANTY, REMEDIES, AND LIMITS OF LIABILITY SET FORTH THE PURCHASER’S SOLE REMEDY IN CONNECTION WITH THE PURCHASE OR USE OF THE BACKLANDER™ BED. TO THE EXTENT THAT PNA IS REQUIRED TO HONOR WARRANTIES IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTIES PROVIDED IN THIS DOCUMENT. TO THE EXTENT THE PURCHASE OF THE BACKLANDER™ BED IS THROUGH A TRANSACTION THAT RENDERS THE PRODUCT NOT A “CONSUMER PRODUCT” OR THE PURCHASER NOT A “CONSUMER” UNDER LAW, PNA DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

*Some states do not allow the exclusion or limitation of special, incidental, or consequential damages, so the above limitation or exclusion may not apply to you.

*This warranty gives you specific legal rights and you may have other rights which vary from state to state.

*This warranty supersedes all previous warranties, if any.

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