

Five-Year Limited Warranty for ThermoDesk Table Tops

All tabletops manufactured by iMovR are warranted against defects occurring in the manufacturing process. The manufacturer also guarantees the product against delamination or surface discoloration for a period of 5 years from the date of original installation.

The warranty only covers defects as specified herein and does not include defects or damages attributable to installation, misuse or normal surface weathering, or defects or damages caused by accidents or fire or other casualty or Acts of God, or any other causes or occurrences beyond the manufacturer's control. The exclusive remedial action provided for the customer hereunder shall be repair, restoration or replacement of the components as are found to be defective.

The replacement of new materials for those as may be defective may result in a color variance in comparison to the originally installed laminates due to slight color or texture changes by laminate manufacturers and is not indicative of a defect. iMovR reserves the right to substitute such laminates as are then being manufactured and is only obligated to match color and quality with such products as it is manufacturing at the time of replacement.

This warranty is limited to repair, restoration and/or replacement by iMovR of any defective unit provided the manufacturer: (a) receives a written notice of claim under this warranty, and (b) within 90 days after notice of claim, is in receipt of the defective unit at its place of business. Under any circumstances, the costs of shipping the units to and from the manufacturer shall be paid for by the customer.

Limitation of Liability: IT IS UNDERSTOOD AND AGREED THAT MANUFACTURER'S LIABILITY, WHETHER IN CONTRACT, IN TORT UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF PURCHASE PRICE FOR THE DEFECTIVE ITEM PAID BY PURCHASER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY THE PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

Some states do not allow limitations on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions herein may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary, from state to state.