



## Lista Limited Lifetime Warranty Information

Subject to the exclusions and limitations as stated below, Lista International Corporation warrants only to the original purchaser that all Lista manufactured products will remain free from defects in materials and workmanship for so long as the original purchaser retains ownership, possession and control of the product.

THIS WARRANTY EXPRESSLY EXCLUDES DAMAGE CAUSED BY ABUSE, MISUSE, USE NOT IN CONFORMITY WITH RECOMMENDED CAPACITIES AS STATED IN LISTA CATALOGS, NORMAL WEAR AND TEAR, AND USE OF THE PRODUCTS OTHER THAN LISTA SHELF CONVERTER™ IN COMBINATION WITH SHELVING, STORAGE OR MODULAR UNITS NOT OF LISTA MANUFACTURE, REPAIRS, MODIFICATIONS OR ALTERATIONS NOT MADE BY LISTA OR AN AUTHORIZED LISTA DISTRIBUTOR. IN ADDITION, ANY CLAIMS NOT COMPLYING WITH THE LIMITATIONS AS LISTED BELOW ARE EXCLUDED FROM WARRANTY. PRODUCTS PURCHASED BY LISTA, SUCH AS WORK SURFACES, CASTERS, ELECTRICAL FIXTURES, AND MOTORS, ARE COVERED BY THEIR MANUFACTURER'S WARRANTIES, NOT BY LISTA'S WARRANTY, AND ARE PASSED THROUGH BY LISTA TO LISTA'S ORIGINAL PURCHASER.

### LIMITATIONS - TERMS AND CONDITIONS

IN RESPONSE TO A WARRANTY CLAIM ACCEPTED BY LISTA, LISTA WILL PROMPTLY SHIP TO THE ORIGINAL PURCHASER, AT NO COST TO THE ORIGINAL PURCHASER, SUCH REPLACEMENT CABINETS, PARTS OR ASSEMBLIES AS ARE REQUIRED, IN LISTA'S SOLE DISCRETION, TO REPLACE OR REPAIR DEFECTIVE CABINETS, PARTS OR ASSEMBLIES.

I. THE ORIGINAL PURCHASER MUST PROVIDE WRITTEN NOTICE TO LISTA OF THE DATE OF PURCHASE AND ORIGINAL INVOICE NUMBER, AS WELL AS A DESCRIPTION OF THE DEFECT, PRIOR TO RETURNING ANY PRODUCT ON A WARRANTY CLAIM.

II. THIS WARRANTY IS THE SOLE WARRANTY PROVIDED BY LISTA AND IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

III. LISTA EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, AND LISTA'S LIABILITY IN ALL EVENTS IS EXPRESSLY LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE ORIGINALLY PAID.

IV. TITLE AND RISK OF LOSS HAVE PASSED TO THE ORIGINAL PURCHASER UPON DELIVERY TO COMMON CARRIER. IF ANY PRODUCT WAS DAMAGED IN TRANSIT, THE ORIGINAL PURCHASER MUST FILE A CLAIM WITH THE COMMON CARRIER, WHICH CLAIM IS NOT A WARRANTY CLAIM, EXCEPT IN CASES WHERE LISTA "TROUBLE FREE SHIPPING" POLICY IS IN EFFECT.

## **Lista's Trouble-Free Shipping Program**

It's this easy:

- We search for the most competitive freight rates
- We choose the carrier and route materials pre-pay and add to invoice
- Lista packages all shipments to a high standard, but in the event of freight damage:
  - Lista handles all claims and related paper work directly with the carrier
  - Lista arranges pickup of damaged materials
  - Lista expedites manufacture and shipment of replacement materials

All free of charge when you follow the simple requirements shown below.

How you help us make it work:

- Inspect all shipments
- Do not sign delivery receipt until evidence of visible damage (if any) is noted
- Be sure to have driver sign delivery receipt with any damage noted
- Concealed damage must be reported immediately, but no later than 15 days after delivery for a valid claim