

Limited Warranty

MGR Seating Technology Inc. offers a 7-year limited warranty on the workmanship and materials of its commercial seating models known by the brand name MGR Casino Chairs, except for upholstery materials, gas-lift, and certain models and components. The warranty is considered valid only if the products are maintained and used under normal conditions and is limited only to the original purchaser or customer.

All coating materials and laminates are expressly excluded from any warranty by MGR but may be subject to warranties directly from the manufacturers of the coating materials or laminates.

This warranty requires the purchaser of MGR's products to conduct essential inspections and necessary maintenance, periodically, at least annually paying special attention to the tightness of bolts and joints, possible signs of structural fatigue, presence of signs of fractures or cracks, damage or weakness of welds, tightening of bolts, greasing of swivels, proper operation of gas cylinders, and replacement of any missing components to ensure structural stability and proper operation of the product.

All periodic maintenance must be reported in an accurate register with the date of the inspection, the name of the Buyer's employee and/or agent who conducted the inspection, and all maintenance work performed. This is a necessary and fundamental condition for MGR's warranty coverage.

This warranty shall not apply, and shall therefore be deemed invalid, to any product that has been repaired or altered by anyone other than casino technicians in consultation with MGR staff or by MGR's own staff in such a way as to compromise, in our judgment, its stability, durability, or use. Any cost of repairs performed by other than MGR employees will not be reimbursed unless expressly authorized in writing by MGR prior to the repair. MGR is always available to send and deliver, upon request, instructions or all materials and tools useful for periodic inspections and maintenance, such as: screws, bolts, lubricants, correction markers etc.

MGR's seating products are designed and manufactured for indoor use only. When not in use, seating products must be properly stored in a climate-controlled indoor environment and not subjected to extreme hot/cold temperatures or temperature fluctuations. Failure to comply with these requirements will void this warranty. Even if MGR has been informed of the final destination of the product anyway.

MGR reserves the right to examine, inspect and determine the defective item or cause of alleged defect and/or need for repair at our facility and/or by our manufacturing staff to determine the cause of the alleged failure. This limited warranty does not specifically cover and excludes any defect and/or need for repair resulting from normal wear and tear, abuse, neglect, improper installation, faulty maintenance, accidental or intentional damage, foreseeable and unforeseeable misuse, material alterations made by third parties, damage caused by fire, flood, earthquake, or other acts of God, and/or defects resulting from MGR's compliance with the original user's required specifications.

MGR's liability under this warranty shall be limited to the cost of materials and/or labor to repair or replace proven defective products. Warranty repairs or replacements will be made without charge for materials and/or labor only if the defective parts are returned and examined by MGR, and it is then determined that the failure occurred during the warranty period and is due to defective materials or labor. This warranty does not apply to refurbished/reconditioned MGR products or to MGR products that have been exposed to harsh or acidic cleaners or abrasives.

There are no other warranties, explicit, express or implied, beyond the terms and conditions contained herein. The purchaser of MGR products, in making the purchase, agrees and acknowledges that in no event shall MGR be liable to the purchaser or any third party for general, special, consequential or incidental damages or losses.

In the interest of customer safety, all MGR products suspected of being defective, or structurally unsafe or in a condition that could cause personal injury must be removed from service immediately. The purchaser shall also increase the frequency of periodic inspections if the defective and/or unsafe condition is suspected to be a common condition for more than one item.