

TESS PRODUCT WARRANTY

All TESS USA Inc. products are of the highest quality craftsmanship and are guaranteed to be free of defects in workmanship and materials when shipped.

The TESS Standard art panels are warranted for 12 years under website specified lighting usage (8-10 hours a day, 6 days a week). These replace the diffuser panels in facility or GC provided light boxes. The EXACT measurement of the diffuser panel will need to be documented on the final TESS Work Order Form to insure the proper fit of the art panels. **The slim line depth of our light boxes does not compromise the art panels, no matter the depth because of our photo emulsion process.**

Should cutting in the field need to take place because inaccurate measurements were sent to TESS, this is an easy fix if the panels are larger than the opening and TESS can provide trimming instructions. Making the panels larger, if the measurements were inaccurate, will entail the expense of all new panels at the facilities expense .

Please note: As of July, 2009 the TESS MRI-EL System is no longer sold.

The TESS **MRI-LED LIGHT Box** can be used in MRI or any other non MRI divisions where exceptional lighting and green power are desired. These use the highest quality components available in the industry, throughout all its electronics. **They carry a one year manufacturer's warranty with no color degradation; blue tint wear along the edges; or reflected dark zones in the image should one bulb wear out.**

Excessive voltage to MRI-LED units will reduce lifespan. They can be left on 24/7, though we strongly recommend you shut them off at night to conserve both energy and their life span.

- TESS is not responsible for broken, misplaced, damaged pieces or replacement of LED units if the facility, GC, electrical subcontractor or installer has not examined the led units within 3 days of receivership to determine they are intact. The 3 days is based on Fed Ex LTL delivery dates e-mailed to TESS when the LED units arrive on site—this is not limited to, and includes notification to the TESS office answering system on weekends, NO EXCEPTIONS.
- Should the outer box shipping container show wear or damage the day received, TESS requires the product be **examined immediately** and that the facility report any damage to the carrier and TESS.
- Customer must follow supplied wiring diagrams and electrical connections and supplemental instructions from an authorized TESS representative. Under no circumstances is TESS liable for damages due to incorrect polarity, incorrect voltage or the use of AC instead of DC voltage.
- Due to power surges, brownouts and other electrical disturbances experienced within many facilities, it is mandatory that these power supply units be tied into a brand-name surge protector. **Should electrical spiking in the hospital cause the power supply to blow out and there is damage to the electronics components of the TESS MRI-LED, TESS is NOT responsible for the cost of repair or replacement in the MRI-LED system.** Customer should contact its insurance company to list the TESS panels under accidental electrical damage. This is also stated clearly in the downloadable PDF Warranty files. (EFFECTIVE IMMEDIATELY)

Warranty will be void in the event of any non-TESS USA Inc. service personnel performing any service or maintenance procedure on either of TESS MRI Products without discussing and qualifying such procedures with TESS first.

The TESS T5 Light Boxes and the TESS nonMRI LED boxes and the TESS Fluorescent Wall units carry a (1) one year manufacturer's warranty under website specified usage.

Under no circumstance will TESS USA Inc. be liable for direct, indirect, special incidental or consequential damages to the hardware during the installation process. TESS assumes no responsibility for labor or freight costs incurred in connection with the installation, removal, or replacement of products determined to be defective or any other consequential or incidental damages arising from the use of the products. **TESS's entire liability on any claim of loss or damage resulting from a defective product is limited to the replacement price of the product. The foregoing warranty is exclusive of all other warranties and no other warranties of any kind are expressed or implied.** TESS USA Inc. tests all components prior to shipping. The purchaser(s) assume(s) all risks regarding the performance of such once product is received and throughout the installation process.

Items NOT covered by this warranty include, but are not limited to physical breakage not reported to the shipping company ON ARRIVAL, or components which show signs of tampering by anyone other than TESS USA Inc service personnel, damage due to fluctuation of voltage supplies into the facility or specified procedure room, water, electrical damage/s in the facility, acts of Nature and or product wear because website posted lighting usage has not been adhered to.

In the unlikely event of failure a TESS USA Inc representative must inspect the fixture involved to verify warranty status. The merchandise will need to be shipped back in the original packaging, or after speaking to a TESS representative to insure proper/secure return packaging procedures, to the TESS Fabrication Department (proper address will be supplied) at the Facilities expense . Alternately, should the facility request instead that a TESS representative come onsite, the facility will be charged for all service, repair and replacement work/parts if this turns out to involve any afore mentioned reasons for product failure. **The product will either be repaired or replaced at the option of TESS USA Inc.**

Warranty will then remain in effect for the remainder from the original date of receivership.

All TESS illuminated products are wired and ready to install in the American, United Kingdom or European Markets. NOTE: Local codes govern the type and use of distribution wiring and the specifications vary depending on whether the application is installed in conduit or a plenum. Installation and wiring diagrams are provided upon request.

TESS USA, INC. WARRANTY, 2010 EFFECTIVE IMMEDIATELY