



PMI  
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**IMPORTANT WARRANTY  
 REGISTRATION INFORMATION  
 PENNER MANUFACTURING, INC.**

Your Penner Manufacturing, Inc. (PMI) equipment is specifically designed to help improve the efficiency of your operations, maintain a safe environment, and provide years of service. Because this equipment requires a trained operator, and to assure that these benefits are realized, do not operate your PMI equipment until an authorized member of your staff has reviewed the operational procedures manual and spoken to your PMI Representative. If needed, Your PMI Products Representative will assist you in completing this warranty registration. Please fill out (type or print) the requested information below and return the last page of this document to Penner Manufacturing, Inc. after the date you have trained your personnel. **Warranty terms listed on the back of the first page of this form.**

**PURCHASER**

Facility/Name: \_\_\_\_\_ Street Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Email address: \_\_\_\_\_

EQUIPMENT DESCRIPTION	SERIAL NUMBER	MODEL NUMBER
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Other Accessories (Specify): \_\_\_\_\_

Date of Installation: \_\_\_\_\_ Date of In-service: \_\_\_\_\_

Name of Authorized Staff Member providing In-Service Training: \_\_\_\_\_

**Verification**

- 1. \*In-service training provided by authorized Staff Member? ( ) Yes ( ) No
- 2. \*Received the Safe Operation & Daily Maintenance Instruction Manual? ( ) Yes ( ) No
- 3. \*Received the Installation / Assembly Instruction Manual? ( ) Yes ( ) No
- 4. \*Received the Parts and Assemblies Manual? ( ) Yes ( ) No

I hereby verify that the above information is correct, to the best of my knowledge.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name (print or type): \_\_\_\_\_

**\*If these have not been provided to you, contact your PMI Representative and request that it be sent to you.**

1. Please sign and return the last page (hard copy) of this registration to PMI. The last page can be tri-folded, stapled, and mailed with the self-address portion to the outside.
2. A second copy of this form is to be retained by the Representative.
3. The original copy of this form is to be retained by stapling it inside the back cover of your Maintenance Manual. Your cooperation in filling out this form and returning it to PMI is sincerely appreciated.

**PENNER MANUFACTURING, INC  
LIMITED WARRANTY**

Penner Manufacturing, Inc. ("PMI") warrants to the purchaser that its products are free from defects in material and workmanship, and that each piece of equipment will be in good working order, subject to all of the following limitations and conditions:

**1. ORIGINAL WARRANTY PERIOD**

Unless excepted below, the ("Original Warranty Period"), shall commence on the date of shipment and continue for a period of five (5) years thereafter, on Bathing systems. All Patient Lifts/Transfers shall be for a period of one (1) year thereafter. Parts or components replaced after the expiration of the Original Warranty Period shall be warranted for a period of thirty(30) days.

**2. EXCEPTED PARTS**

The Original Warranty Period for the following parts shall be limited according to this paragraph:

- a. Due to varying water conditions, the mixing valve shall be warranted for a period of six (6) months from the date of shipment.
- b. Parts such as comfort pads, mattress pads, back rests, seat cushions, slings, safety belts, hand controls, and batteries, casters, shall be warranted for a period of (6) months from the date of shipment.

**3. REMEDIES UNDER WARRANTY**

The warranty provided hereunder is limited to the replacement of any part or component, which is defective, or a credit of the purchase price. PMI has the sole option to replace the product, or a credit for the purchase price. The exchange component may be new, remanufactured, reconditioned, repaired or rebuilt, but will be equivalent to new in performance. Labor to replace or repair parts or products is expressly excluded from warranty and shall be at customer's expense. All defective parts must be returned to PMI to invoke the warranty. Warranty is limited to parts only. Labor is not included.

**4. EXCLUSIONS**

**THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Warranty coverage does not extend to failures of products or parts caused by: (i) improper installation or repair; (ii) neglect or misuse of the product, including but not limited to use of any acid based or sodium hydrochlorite based cleaners; (iii) improper storage or failure to continually provide a suitable environment; (iv) failure to perform routine or preventive maintenance; (v) alterations or modifications to PMI's equipment design; (vi) accident or disaster, including but not limited to fire, water, wind, and lightning; (vii) vandalism or burglary; (viii) nicks, dents, scrapes, scratches, star checks on fiberglass materials, or other cosmetic defects, however caused. The warranties under this agreement are in lieu of any conflicting statement of limited warranty included with any equipment shipment.

**5. LIMITATION OF LIABILITY AND DAMAGES**

**PMI's liability for damages to the purchaser for any cause whatsoever, and regardless of the form of action, whether in contract or in tort (including negligence, gross negligence, or strict liability), shall be limited to the purchase price stated in the applicable contract for the equipment that caused the damages or that are the subject matter of, or are directly related to, the cause of action. The foregoing limitation of liability will not apply to claims of personal injury cause by PMI's negligence. In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall PMI or its suppliers be liable for any indirect, special, exemplary, punitive, cover, consequential or incidental damages, including, but not limited to, loss of profits or revenues, loss of use of any products or any associated equipment, damage to products or equipment, cost of capital, cost of substitute products, facilities, service or replacement service, downtime costs, or claims of the purchaser's customers for such damages.**

**6. GENERAL**

The warranty provided herein and the obligations of PMI hereunder shall not be extended, altered or modified in any way except by a written instrument signed by PMI and the purchaser. If any part of this is determined to be judicially unenforceable such part shall be severed from the remaining parts and the enforceability shall not be affected. This warranty shall be governed by the laws of the State of Nebraska and venue shall be in Douglas County, Nebraska. Customer agrees that jurisdiction is proper in Nebraska.