

# Midmark Diagnostic Medical Products (ECG, Holter, Spirometer, Stress, and Vital Signs) Limited Warranty

## SCOPE OF WARRANTY

Midmark Corporation ("Midmark") warrants to the original retail purchaser that it will repair or replace devices manufactured by Midmark (except for those not warranted under "Exclusions") that are defective in material or workmanship under normal use and service. Midmark's obligation under this warranty is limited to the repair or replacement, at Midmark's option, of applicable devices. This limited warranty shall only apply to defects that are reported to Midmark within the applicable warranty period and which, upon examination by Midmark, prove to be defective. This warranty extends only to the original retail purchaser of a product, and is not transferable or assignable.

Midmark warrants to the original retail purchaser that it will repair or replace software contained within the products manufactured by Midmark (except for those not warranted under "Exclusions") if: (1) the media on which the software is furnished exhibits defects in material or workmanship under normal use; or (2) the software does not substantially conform to its published specifications. Midmark does not warrant that the software: (1) is error free; (2) can be used without problems or interruptions; or (3) is free from vulnerability to intrusion or attack by viruses or other methods. Midmark also agrees to provide the original retail purchaser with software updates, if any, that become generally available to the public within the warranty period stated, for the specific product owned by the purchaser.

## APPLICABLE WARRANTY PERIOD

The applicable warranty period, measured from the date of delivery to the original retail purchaser, shall be as follows:

- (a) One (1) year for software and diagnostic devices (unless otherwise noted below and except items listed under "Exclusions"),
- (b) Two (2) years for vital signs devices,
- (c) One (1) year for reusable blood pressure cuffs and SpO<sub>2</sub> sensors,
- (d) Ninety (90) days for all other accessories (sold in a product kit or purchased separately),

## OBTAINING WARRANTY SERVICE

Warranty service must be obtained through Midmark. Contact Midmark Technical Service for warranty service inquiries or issues by phone at 1-800-624-8950, option 2, or via email at techsupport@midmark.com.

It is the original retail purchaser's obligation to arrange for delivery of a product to Midmark for warranty service or exchange. It is also the original retail purchaser's obligation to comply with the warranty service instructions provided by Midmark.

## EXCLUSIONS

This warranty does not cover and Midmark shall not be liable for the following:

- (1) any product that has been repaired, modified, or tampered with by any person or entity other than Midmark;
- (2) any product for which any label or tag attached to the product has been removed or tampered with;
- (3) defects, damage, or other conditions caused, in whole or in part, by misuse, abuse, negligence, alteration, accident, freight damage, tampering, or failure to seek and obtain repair or replacement in a timely manner;
- (4) products which are not installed, used, and properly cleaned and maintained as stated in the Midmark Installation, User Guide and/or Operation Manual for the applicable product;
- (5) products considered to be of a consumable nature;
- (6) accessories or parts covered by the respective original manufacturers' warranty, including but not limited to treadmills, computers, printers, scales, carts, mounting options, and carrying cases, after the initial 90 days;
- (7) charges by anyone for adjustments, repairs, replacement parts, installation, or other work performed upon or in connection with such products which are not expressly authorized in writing in advance by Midmark;
- (8) costs and expenses of routine maintenance and cleaning;
- (9) representations and warranties made by any person or entity other than Midmark; and
- (10) items provided through sales promotions.

## EXCLUSIVE REMEDY; CONSEQUENTIAL DAMAGES DISCLAIMER

MIDMARK'S ONLY OBLIGATION UNDER THIS WARRANTY IS THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS. MIDMARK SHALL NOT BE LIABLE FOR AND HEREBY DISCLAIMS ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR DELAYS, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR INCOME, LOSS OF DATA, LOSS OF USE, DOWNTIME, COVER, AND EMPLOYEE OR INDEPENDENT CONTRACTOR WAGES, PAYMENTS, AND BENEFITS.

## NO AUTHORIZATION

No person or firm is authorized to create or approve for Midmark any other obligation or liability in connection with the products.

## WARRANTY DISCLAIMER

THIS WARRANTY IS MIDMARK'S ONLY WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. MIDMARK MAKES NO IMPLIED WARRANTIES OF ANY KIND INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS.

THIS WARRANTY WILL BE VOID IF ANY COVERED PRODUCT IS REPAIRED, MODIFIED, OR TAMPERED WITH BY ANY PERSON OR ENTITY OTHER THAN MIDMARK, OR IF ANY LABEL OR TAG ATTACHED TO A COVERED PRODUCT IS REMOVED OR TEMPERED WITH.

## STATUTE OF LIMITATIONS

No action may be brought against Midmark for breach of this limited warranty, an implied warranty, if any, or for any other claim arising out of or relating to the products, more than ninety (90) days following expiration of the limited warranty period. In the event multiple warranty periods exist with respect to a product, the ninety (90) day period provided for herein shall begin to run from expiration of the warranty period for the component to which the claim relates.