

# Midmark HEINE® Diagnostic Instruments Limited Warranty

## SCOPE OF WARRANTY

Midmark Corporation ("Midmark") warrants to the original retail purchaser that it will, at Midmark's option, repair or replace diagnostic instruments manufactured by HEINE and sold by Midmark (except for those not warranted under "Exclusions") that are defective in material or workmanship under normal use and service. The sole remedy under this limited warranty is the repair or replacement, at Midmark's option, of the applicable components. This limited warranty shall only apply to defects that are reported to Midmark within the applicable warranty period and which are determined to exist upon examination by Midmark. This warranty extends only to the original retail purchaser of a product and is not transferable or assignable. Replacement components or products may be used and/or refurbished components or products, provided they are of like quality and specifications as new components or products.

## APPLICABLE WARRANTY PERIOD

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

- (1) Ten (10) years for diagnostic instruments (other than GAMMA G5 Sphygmomanometers) manufactured by HEINE and sold by Midmark;
- (2) Five (5) years for GAMMA G5 Sphygmomanometers manufactured by HEINE and sold by Midmark; and
- (3) Twelve (12) months on parts and labor.

## OBTAINING WARRANTY SERVICE

Warranty service must be obtained through Midmark. Midmark may be contacted for warranty service inquiries or issues via email at midmark.com, by phone at 1.844.856.1230, option 3 or by mail to Midmark Corporation, 60 Vista Drive, Versailles, Ohio 45380. It is the retail purchaser's obligation to arrange for delivery of a product to Midmark or one of its authorized dealers for warranty service, which delivery shall be at retail purchaser's expense. It is also the retail purchaser's obligation to comply with the warranty service instructions provided either by Midmark or its authorized dealer. The retail purchaser must provide Midmark with completed warranty registration information within thirty (30) days after purchase in order to obtain the benefits of this limited warranty.

## EXCLUSIONS:

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

- (1) Defects, damage or other conditions caused, in whole or in part, by misuse, abuse, negligence, alteration, accident, freight damage, negligent storage, tampering or failure to seek and obtain repair or replacement in a timely manner;
- (2) Products which are not installed, used and properly cleaned and maintained as required or recommended in the Midmark "Installation" and/or "Installation/Operation Manual" for the applicable product, including the specified structural and operational environmental conditions and electrical requirements;
- (3) Normal wear and tear
- (4) Fire or theft
- (5) Products considered to be single-use items or consumables (e.g. bulbs, cuffs and batteries)
- (6) Rechargeable batteries and batteries
- (7) Use of non-original HEINE spare parts
- (8) Exposed and accessible control and supply cables with corresponding plug connection
- (9) 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;
- (10) Costs and expenses of routine maintenance and cleaning;
- (11) Representations and warranties made by any person or entity other than Midmark.
- (12) Custom manufactured products;
- (13) Alterations or modifications to the product by any person or entity other than Midmark; and
- (14) Products that would otherwise be covered under this limited warranty, but are acquired: (i) from a person or entity that is not Midmark or one of its authorized dealers; or (ii) from a Midmark dealer that is not authorized to sell the product at issue in the geographic territory where the purchaser is located, or is not authorized to sell the product at issue within the medical market

## EXCLUSIVE REMEDY; CONSEQUENTIAL DAMAGES DISCLAIMER

MIDMARK'S ONLY OBLIGATION UNDER THIS LIMITED 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 USE, LOSS OF DATA, DOWNTIME, COVER AND EMPLOYEE OR INDEPENDENT CONTRACTOR WAGES, PAYMENTS AND BENEFITS. THIS DISCLAIMER SHALL SURVIVE ANY FAILURE OR ASSERTED FAILURE OF THE ESSENTIAL PURPOSE OF THIS LIMITED WARRANTY OR ITS REMEDIES SPECIFIED HEREIN.

## WARRANTY DISCLAIMER

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## 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.

## 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 information included in product manuals

HEINE is a registered trademark of HEINE Optotechnik GmbH + Co. KG.