

# Midmark Limited Warranty

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## SCOPE OF WARRANTY

Brentwood Medical Technology Corp. dba Midmark Diagnostics Group ("Midmark") warrants to the original retail purchaser that it will repair or replace hardware components of the IQmark and Midmark IQ brand products manufactured by Midmark (except for components not warranted under "Exclusions") that are defective in material or workmanship under normal use and service.

Midmark warrants to the original retail purchaser that it will repair or replace software contained within the IQmark and Midmark IQ brand products manufactured by Midmark (except for components not warranted under iExclusionsi) 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's obligation under this warranty is limited to 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, upon examination by Midmark, prove to be defective. This warranty extends only to the first retail purchaser of a product, and is not transferable or assignable.

Midmark also agrees to provide the original retail purchaser with free software upgrades, if any, that become generally available to the public within the one (1) year warranty period noted below, for the specific product owned by the purchaser. This warranty covers those software upgrades, but only for the balance of the one (1) year warranty period remaining at the time the upgrades are received.

## APPLICABLE WARRANTY PERIOD

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

- (a) One (1) year for all products and components (except for the products and components listed in (b), (c) and (d), and except for components not warranted under iExclusionsi).
- (b) Thirty (30) days for Holter patient cables and Universal clips.
- (c) Ninety (90) days for compact Flash cards and Secure Digital cards
- (d) Ninety (90) days for ECG and Stress patient cables

## OBTAINING WARRANTY SERVICE

Warranty service must be obtained through either Midmark or an authorized dealer in the Midmark product line for which warranty service is requested. Midmark may be contacted for warranty service inquiries or issues via email at [www.midmark.com](http://www.midmark.com), by phone at 1-800-MIDMARK, by facsimile at 1-800-365-8631, or by mail to Midmark Corporation, 60 Vista Drive, P O Box 86, 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 warranty.

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## EXCLUSIONS

This 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, 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 in the Midmark "Installation" and/or "Installation/Operation Manual" for the applicable product;
- (3) products considered to be of a consumable nature;
- (4) accessories or parts not manufactured by Midmark, including but not limited to treadmills, computers, printers, and UPS;
- (5) 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;
- (6) costs and expenses of routine maintenance and cleaning; and
- (7) representations and warranties made by any person or entity other than Midmark.

## 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.

## 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.