

Midmark Limited Warranty

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SCOPE OF WARRANTY

Midmark Corporation ("Midmark") warrants to the original purchaser its Exam Room Casework, Veterinary products and components (except for components not warranted under "Exclusions") manufactured by Midmark to be free from defects in material and workmanship under normal interior use and service.

Midmark's obligation under this warranty is limited to the repair or replacement, at Midmark's option, of the parts or the products the defects of which are reported to Midmark within the applicable warranty period and which, upon examination by Midmark, prove to be defective.

APPLICABLE WARRANTY PERIOD

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

1. LIGHTING & SEATING PRODUCTS are warranted against defect in material and workmanship for a period of 1 year from the time of delivery.

2. STERILIZER PRODUCTS are warranted against defect in material and workmanship for a period of 1 year from the time of delivery.

3. ULTRASONIC CLEANER PRODUCTS when used in accordance with manufacturer's instructions and under normal use, are guaranteed for 2 years after date of shipment. Within the period guaranteed, the manufacturer will repair or replace free of charge, at its sole discretion, all parts that are defective because of material or workmanship including costs for removing or installing parts. Repairs are made on an FOB repair depot basis. Manufacturer's liability, whether based on warranty, negligence or other cause, arising out of and/or incidental to sale, use or operation of the transducer elements, or any part thereof, shall not in any case exceed the cost of repair or replacement of the defective equipment, and such repair or replacement shall be the exclusive remedy of the purchaser, and in no case shall manufacturer be responsible for any and/or all consequential or incidental damages including without limitation, and/or all consequential damages arising out of commercial losses.

4. CASEWORK PRODUCTS are warranted against defect in material and workmanship for the period indicated below from the time of delivery:

(a) Five (5) years for all products and components (except for the shorter periods in (b and c)), including plastic laminate top surfaces, door and drawer fronts, casters, and electrical components such as task lights and cords.

(b) Three (3) years for task light ballast.

(c) One (1) year for plastic laminate, solid surface countertops and accessories.

5. CANIS MAJOR™ LIFT TABLES are warranted against defect in material and workmanship for a period of 1 year from the time of delivery.

6. VETPRO® 1000 and VETPRO® 5000 DENTAL DELIVERY SYSTEMS are warranted against defect in material and workmanship for the period indicated below from the time of delivery:

(a) 2 years for all products and components (except for the periods in b through d).

(b) "KINK-VALVE" module carries a 10 year warranty.

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(c) Accessories not manufactured by Midmark are excluded (i.e. fiber optic systems, scalers, handpieces, etc.)

(d) Replacement parts and accessories carry a 90 day warranty.

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7. MATRX™ANESTHESIA PRODUCTS are warranted against defect in material and workmanship for the period indicated below from the time of delivery.

(a) Matrx™ anesthesia machines and VIP 3000® vaporizers (excluding VXP™ vaporizers) carry a 5 year warranty.

(b) Matrx™ anesthesia accessories and VXP™ vaporizers carry a 1 year warranty.

(c) Midmark serviced vaporizers carry a 6 month warranty

(d) Plastic, rubber and disposable anesthesia parts or products shall be free from defects in workmanship and materials at the time of delivery to the customer.

8. AIR COMPRESSOR AND VACUUM PRODUCERS:

PowerAir, PowerVac, DryVac and PowerMax carry a 5 year/3,500 hour warranty. VetPro® Solo compressors carry a 2 year warranty.

9. MONITORING AND CRITICAL CARE PRODUCTS

carry the following warranty excluding the shorter periods in section (d):

(a) Cardell® 9401 & 9402 monitors and TidalGuard Sp carry a 3 year warranty.

(b) Cardell® 9500HD, 9503, 9403, 9405, MAX-1 and all MAX-12 monitors, Versaflo™ pumps, C-STATS Mainstream CO2 Module and CardEX™ ECG monitors carry a 2 year warranty.

(c) i-Warm™ fluid warmers and printers for the 9400 series monitors carry a 1 year warranty.

(d) The CO2 component in the 9405, the MAX-1 screen, batteries, battery charger and temperature probes carry a 1 year warranty. Printer batteries, SpO2 sensors and ECG esophageal probes carry a 6 month warranty.

Blood pressure cuffs, CO2 FilerLines and ECG cable/wire sets shall be free of defects at the time of delivery to the customer.

EXCLUSIONS

This warranty does not cover and Midmark shall not be liable for the following: (1) repairs and replacements required because of misuse, abuse, negligence, alteration, accident, freight damage, or tampering; (2) matching of color, grain, or texture except to commercially acceptable standards; (3) changes in color caused by natural or artificial light; (4) products which are not installed, used, and properly cleaned as required in the Midmark written "Installation" and/or "Installation/Operation" Manual applicable for the product; (5) products considered to be of a consumable nature such as light bulbs and surge suppression product; (6) accessories or parts not manufactured by Midmark; (7) specially manufactured products; (8) damage caused by animals; (9) charges by anyone (including Midmark's authorized dealers) for adjustments, repairs, replacement parts, installation, or other work performed upon or in connection with such products which is not expressly authorized in writing in advance by Midmark. This warranty does not cover sinks, faucets and plumbing accessories. Any warranties on these items are extended directly by the manufacturer

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of these items to the original purchaser. Information on these manufacturer's warranties will be enclosed with the applicable products. Also, Midmark will furnish copies of any of the warranties extended by any such manufacturers upon request.

EXCLUSIVE REMEDY

Midmark's only obligation under this warranty is the repair or replacement of defective parts. Midmark shall not be liable for any direct, special, indirect, incidental, exemplary or consequential damages or delay including, but not limited to, damages for loss of profits or loss of use.

NO AUTHORIZATION

No person or firm is authorized to create for Midmark any other obligation or liability in connection with the products. THIS WARRANTY IS MIDMARK'S ONLY WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. MIDMARK MAKES NO IMPLIED WARRANTIES OF ANY KIND INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS.