

Midmark Limited Warranty

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SCOPE OF WARRANTY

Midmark Corporation (“Midmark”) warrants to the original retail purchaser that it will repair or replace components of the dental products manufactured by Midmark (except for components 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 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.

APPLICABLE WARRANTY PERIOD

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

1. DENTAL PRODUCTS are warranted for the periods indicated below, from the time of delivery:

- (a) Two (2) years for all products and components (except for the products and components listed in (b) thru (d), and except for components not warranted under “Exclusions”).
- (b) Ten (10) years for “KINK-VALVE” module.
- (c) One (1) year for the original light bulb on a new light.
- (d) Ninety (90) days for replacement parts and accessories.

2. SURGICAL PRODUCTS are warranted for a period of one (1) year from the time of delivery.

3. STERILIZER PRODUCTS are warranted for a period of one (1) year from the time of delivery.

4. ULTRASONIC CLEANER PRODUCTS are warranted for two (2) years from the time of delivery.

5. CASEWORK PRODUCTS are warranted for the periods indicated below from the time of delivery:

- (a) Five (5) years for all products and components (except for the products and components listed in (b) and (c), and except for components not warranted under “Exclusions”), 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.

6. OXIMETER PRODUCTS are warranted for the periods indicated below, from the time of delivery:

- (a) Masimo Rad 8 tabletop oximeters and Radical tabletop/handheld convertible pulse oximeters are warranted for a period of three (3) years from the time of delivery.
- (b) Masimo Rad 5 handheld oximeters are warranted for a period of one (1) year from the time of delivery.
- (c) Reusable Masimo sensors are warranted for a period of six (6) months from the time of delivery.

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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, by phone at 1-800-MIDMARK, by facsimile at 1-877-725-6495, or by mail to Midmark Corporation, 60 Vista Drive, P O Box 286, 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.

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) 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 and maintained as required in the Midmark "Installation" and or "Installation/Operation" Manual for the applicable product;
- (5) products considered to be of a consumable nature;
- (6) accessories or parts not manufactured by Midmark;
- (7) specially manufactured products;
- (8) 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;
- (9) costs and expenses of routine maintenance and cleaning; and
- (10) 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 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.

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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) 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.