

Midmark Limited Warranty

Midmark SleepView®

WARRANTY

Midmark warrants the products delivered hereunder: 1) to be free from defects in material and workmanship under normal use and service; and 2) to meet applicable specifications and description at time of delivery to Purchaser. The obligation of Midmark under this warranty is limited to the repair, re-work or replacement, at Midmark's option of any non-conforming product, part of component thereof, which within one (1) year from date of delivery is examined by Midmark and discloses to Midmark's satisfaction to have been non-conforming or defective. Midmark shall in no event be liable to Purchaser or to Purchaser's customers for any incidental or consequential damages, or other commercial loss, however occasioned. Warranty does not apply if the device is damaged by accident, abuse, misuse, misapplication, or is modified without the written permission from Midmark. Breaking the tamper-proof seal (label) will void warranty. This warranty includes servicing and/or replacing any instrument or part thereof, except batteries and expendable supplies, returned to the factory for that purpose with transportation charges prepaid by Midmark. Items not manufactured by Midmark carry the original manufacturer's warranty. Midmark makes no warranties, expressed or implied, including without limitation, warranties of merchantability, fitness for particular purpose or performance characteristics, except to the extent set forth herein. Technical support is included free of charge within the warranty period.