

Product Repair and Service Solutions Terms + Conditions

1 Definitions

- 1.1 Agreement: This Product Repair and Service Solutions Terms + Conditions; binding upon Customer when a Product Repair and Service Solutions (PRSS) Plan is purchased.
- 1.2 Base Warranty: Product-specific limited warranty, for a period measured (i) from the date of delivery to the Customer in years, or (ii) in Customer's hours of use; see documentation provided with Product at the time of purchase for applicable, Product-specific period.
- 1.3 Customer: PRSS Plan purchaser.
- 1.4 End of Service Life: A Product no longer supported by Midmark service. More specifically, Midmark may, from time to time, determine that a Product will no longer be sold and issue notices accordingly; Midmark will continue to offer services on such Products for only a certain number of years thereafter (diagnostic devices for five (5) years, cabinetry for seven (7) years, and all other Products for ten (10) years), after which the Product is deemed to be at the End of its Service Life.
- 1.5 Maintenance Parts: Differs according to the specific Product covered under the Periodic Maintenance Plan; generally includes certain high-use gaskets, o-rings, springs, valves, filters, and specialty cleaners.
- 1.6 Midmark: Midmark Corporation, an Ohio corporation, having a place of business at 60 Vista Drive, Versailles, OH 45380.
- 1.7 Product: Midmark device; does not include any software on such device.
- 1.8 PRSS Plan: The Product-specific scope of coverage.
- 1.9 Replacement Product: This could include refurbished components or Products, provided such is of like quality and specifications as new components or Products.
- 1.10 Service Technician: Third-party service personnel trained by Midmark on Midmark Products; dispatched by Technical Support.
- 1.11 Shipping: Every attempt will be made to ship parts or replacement Products within twenty-four (24) or forty-eight (48) business hours, depending upon the PRSS Plan; however, unusual workloads, availability of certain parts, or other circumstances beyond Midmark's control may prohibit shipment within this timeframe.
- 1.12 Technical Support: Midmark employees; reachable by telephone at 1-800-MIDMARK or via email [HERE](#).

2 Scope of PRSS Plans

- 2.1 Extended Warranty Parts Plan
 - 2.1.1 Overview: A parts-only extension of the Base Warranty.
 - 2.1.2 Eligible Products: Examination Chairs, Power Procedure Chairs, LED Lighting, Instrument Processing, and Synthesis® Cabinetry.
 - 2.1.3 Includes:
 - 2.1.3.1 Over the phone Technical Support that will correct the issue over the phone and/or determine that part(s) is/are required; and
 - 2.1.3.2 Original equipment manufacturer (OEM) parts (via included next-day Shipping).
- 2.2 Extended Warranty Parts + Labor Plan
 - 2.2.1 Overview: A parts and labor extension of the Base Warranty.
 - 2.2.2 Eligible Products: Examination Chairs, Power Procedure Chairs, LED Lighting, and Instrument Processing.
 - 2.2.3 Includes:
 - 2.2.3.1 Over the phone Technical Support that will correct the issue over the phone, determine that part(s) is/are required, and/or dispatch a Service Technician onsite for additional diagnosis;
 - 2.2.3.2 OEM parts (via included next-day Shipping); and
 - 2.2.3.3 Service Technician installation/repair (travel included).
- 2.3 Extended Warranty Replacement Plan
 - 2.3.1 Overview: Base Warranty extension covering repair or replacement of defective devices.
 - 2.3.2 Eligible Products: Digital Diagnostics.
 - 2.3.3 Includes:
 - 2.3.3.1 Over the phone Technical Support that will correct the issue over the phone and/or determine that a Product needs repaired; and
 - 2.3.3.2 Replacement Product (via included second-day Shipping) and instructions for Customer's return of the failed Product.
- 2.4 Periodic Maintenance Plan
 - 2.4.1 Overview: Performed at intervals based on time or usage to promote uptime.

- 2.4.2 Eligible Products: Instrument Processing.
- 2.4.3 Includes:
 - 2.4.3.1 Cleaning,
 - 2.4.3.2 Visual and operational inspecting,
 - 2.4.3.3 Cycle testing, and
 - 2.4.3.4 Replacement of Maintenance Parts;
 - 2.4.3.5 All by a Service Technician (travel included).
- 2.4.4 Entitles Customer to request one (1) periodic maintenance per year. Failure to utilize all periodic maintenance requests within these terms shall not result in any type of partial refund or extension.
- 2.5 Periodic Inspection Plan
 - 2.5.1 Overview: Performed at intervals based on time or usage to detect hidden, evident, or potential failures.
 - 2.5.2 Eligible Products: Examination Chairs and Power Procedure Chairs.
 - 2.5.3 Includes:
 - 2.5.3.1 Visual inspection, and
 - 2.5.3.2 Operational testing, including testing to identify ground fault and/or leaking voltage issues;
 - 2.5.3.3 All by a Service Technician (travel included).

3 Applicability and Exclusions

- 3.1 Any Extended Warranty Plan must be purchased when the Product is currently within its Base Warranty period.
- 3.2 Midmark's obligation to provide parts or a Replacement Product under and PRSS Plan is limited to the Product and applicable component(s) thereof that Midmark, in its sole discretion, deems defective in material or workmanship under normal use and service.
- 3.3 PRSS Plans do not cover, and Midmark shall not be liable for:
 - 3.3.1 Defects, damage, or other conditions caused, in whole or in part, by misuse, abuse, negligence, alteration, modification, accident, negligent storage, tampering, or failure to seek and obtain repair or replacement in a timely manner;
 - 3.3.2 Fire or theft;
 - 3.3.3 Products that are not installed, used, and properly cleaned and maintained as required or recommended in the Midmark "Installation" or "Installation/Operation Manual" for the applicable Product, including the specified structural and operational environmental conditions and electrical requirements;
 - 3.3.4 Normal wear and tear;
 - 3.3.5 Changes in color caused by natural or artificial light;
 - 3.3.6 Products considered to be single-use or of a consumable, sterile, or otherwise non-reusable nature;
 - 3.3.7 Custom-manufactured Products;
 - 3.3.8 Sinks, faucets, or plumbing accessories;
 - 3.3.9 Accessories or parts not manufactured by Midmark;
 - 3.3.10 Products previously repaired, altered, or modified by any person or entity other than Midmark or an authorized Midmark Service Technician;
 - 3.3.11 Charges by anyone for adjustments, repairs, replacement parts, installation or other work performed upon or in connection with such Products that are not performed by an authorized Midmark Service Technician or otherwise expressly authorized in writing in advance by Midmark; and/or
 - 3.3.12 Any representations and/or warranties made by any person or entity other than Midmark.
- 3.4 Midmark reserves the right to invoice for parts or Replacement Product that are deemed ineligible for PRSS Plan coverage or subject to any of these exclusions as determined by Midmark.

4 Customer's Responsibilities, Payment, and Obtaining Service

- 4.1 Customer agrees to:
 - 4.1.1 Provide:
 - 4.1.1.1 Serial numbers for Products to be covered, and/or
 - 4.1.1.2 Sales order numbers for non-serialized casework to be covered.
 - 4.1.2 Attest that Products covered are in good working condition and have not previously been repaired by a person or entity other than Midmark.
 - 4.1.3 If returning non-working or defective parts and/or Products, then package and ship such to Midmark with the pre-addressed return label provided with the replacement parts and/or Products within ten (10) days of receiving the replacement parts and/or Products.
 - 4.1.3.1 Midmark will not accept equipment without an RMA number, or equipment marked as "freight collect."
 - 4.1.3.2 Customer will be invoiced for any non-working or defective parts and/or Products not returned to Midmark within ten (10) days of replacement.

- 4.2 Payment in full shall be due and payable thirty (30) days from the date of invoice.
 - 4.2.1 PRSS Plan coverage will begin the day payment is received.
 - 4.2.2 In the event Customer fails to pay Midmark in full, then Midmark will have no obligation to provide any PRSS Plan coverage.
- 4.3 PRSS must be obtained through Midmark or an authorized Midmark Service Technician.
 - 4.3.1 Contact Midmark Technical Support in an attempt to resolve a Product issue and/or to schedule Periodic Maintenance or Inspection services:
 - 4.3.1.1 By phone at 1-800-MIDMARK;
 - 4.3.1.2 Via website [HERE](#); and/or
 - 4.3.1.3 By mail to Midmark Corporation, 60 Vista Drive, Versailles, Ohio 45380.

5 Term, Transfer, and Termination

- 5.1 Subject to the termination provisions below:
 - 5.1.1 The Extended Warranty Plans can each be purchased in a term of one (1), two (2), three (3), or four (4) year increments.
 - 5.1.2 The Periodic Maintenance or Inspection Plans can each be purchased in a term of one (1), two (2), three (3), four (4), or five (5) year increments.
 - 5.1.3 Term coverage beyond such will be managed on an individual basis at the discretion of Midmark.
- 5.2 PRSS Plans are non-transferable and non-refundable. The PRSS Plan coverage is applicable and shall be extended only to the original owner of the registered Product (or replacement Product authorized by Midmark) and is not transferable or assignable to any other device or owner. All Product serial numbers must be provided at the time of a PRSS Plan purchase.
- 5.3 The PRSS Plan coverage will automatically terminate upon the earliest of:
 - 5.3.1 Customer not timely paying fees;
 - 5.3.2 The end of a pre-paid term of coverage;
 - 5.3.3 The Customer selling the Product; or
 - 5.3.4 The End of Service Life of the Product.

6 Patient Data Privacy

- 6.1 It is understood that any Patient Data may be considered Protected Health Information (PHI) subject to applicable regulatory laws and regulations relating to the protection of PHI, including without limitation the federal rules and regulations imposed by the Health Insurance Portability and Accountability Act of 1996, as amended from time to time (HIPAA). Nothing herein is intended to grant or allow Midmark access to any Patient Data, and Customer shall use its best efforts to not allow Midmark access to Patient Data.

7 Warranty Disclaimer

- 7.1 Midmark represents and warrants to Customer that PRSS under this Agreement will be performed by qualified personnel in a professional and workmanlike manner substantially in accordance with the customary standards of the technical support industry for similar services.
- 7.2 EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED WITHOUT ANY OTHER WARRANTIES OF ANY KIND, AND MIDMARK DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8 Limitations on Liability

- 8.1 Midmark's only obligation under this Agreement is part installation and Product repair, maintenance, or inspection of Midmark Products, as applicable.
- 8.2 MIDMARK SHALL NOT BE LIABLE FOR AND HEREBY DISCLAIMS ANY AND ALL DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, AND CONSEQUENTIAL DAMAGES OR DELAY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR INCOME, LOSS OF DATA, LOSS OF USE, DOWN TIME, COVER, AND EMPLOYEE AND INDEPENDENT CONTRACTOR WAGES, PAYMENTS, AND BENEFITS.

9 Miscellaneous

- 9.1 **Governing Law:** This Agreement is entered into and shall be governed and construed by the laws of the State of Ohio, without reference to conflict of laws principles.
- 9.2 **Statute of Limitations:** No action may be brought against Midmark for any claim arising out of this Agreement more than ninety (90) days following Agreement expiration.
- 9.3 **Force Majeure:** Midmark shall not be liable for any actions or failure to act due to causes beyond its reasonable control, including but not limited to acts of God, acts of Purchaser, acts of civil or military authorities, fires, strikes, floods, epidemics, quarantine restrictions, wars, riots, delays in transportation, and inabilities due to causes beyond its reasonable control to obtain necessary labor or materials.
- 9.4 **Severability:** In the event any provision of this Agreement is held or determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.
- 9.5 **Entire Agreement, Conflict, and Waiver:** Midmark agrees to furnish services only upon the terms and conditions of this Agreement. This Agreement expressly supersedes any and all previous

agreements, either written or oral, between the parties. Any additional, different, or conflicting terms and conditions are hereby objected to by Midmark, shall be inapplicable, and shall not be binding in any way on Midmark. No waiver or amendment to the terms and conditions of this Agreement shall be binding on Midmark unless made in a writing expressly stating that it is such a waiver or amendment and signed by Midmark.