

# Midmark Warranty

## 1. SCOPE OF WARRANTY

Midmark Corporation ("Midmark") warrants to the original retail purchaser that it will, at Midmark's option, 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 limited warranty is limited to the repair or replacement of the applicable components. This limited warranty shall only apply to defects that are reported to Midmark within the applicable warranty period and that, upon examination by Midmark, prove to be defective. This warranty extends only to the first retail purchaser of a product through an authorized Midmark distributor and is not transferable or assignable. Replacement components or products may be used and/or refurbished components or products, provided they are of like quality and specifications as new components or products.

Midmark warrants to the original retail purchaser of a product through an authorized Midmark distributor that it will repair or replace software contained within the products manufactured by Midmark (except for those not warranted under "Exclusions") 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.

## 2. APPLICABLE WARRANTY PERIOD

The applicable warranty period, measured from the date of the original purchaser of the retail product shall be:

### (1) OPERATORY PRODUCTS

- (a) All products carry a 5-year warranty (except for the items in (b) through (g)).
- (b) Upholstery (chairs and stools) carries a 2-year warranty.
- (c) "KINK-VALVE" module carries a 10-year warranty.
- (d) The original light bulb on a new light carries a 1-year warranty.
- (e) SerenEscape® Heat and Massage System carries a 3-year warranty.
- (f) Accessories not manufactured by Midmark are excluded, including but not limited to Bien-Air® products, CANVYS® Monitors, Dentsply® Cavitron® scaler, Satelec® scaler and curing light, and Sopro® cameras.
- (g) Light retrofit kits carry a 2-year warranty.

(2) **ORAL SURGERY PRODUCTS** are warranted for a period of 1 year.

### (3) STERILIZER PRODUCTS

- (a) Midmark M9/M11-04x Steam Sterilizer models are warranted for a period of 1 year.
- (b) Midmark M9/M11-05x Steam Sterilizer models are warranted for a period of 2 years.

(4) **QUICKCLEAN® ULTRASONIC CLEANERS** are warranted for a period of 3 years.

### (5) MECHANICAL ROOM PRODUCTS

- (a) PowerAir® oil-less air compressors are warranted for a period of 5 years or 3,500 hours of use, whichever occurs first.
- (b) PowerVac® and PowerVac®G dry vacuums are warranted for a period of 5 years or 10,000 hours of use, whichever occurs first (except that the vacuum pump warranty term is 10 years or 20,000 hours of use, whichever occurs first).
- (c) Classic Series® wet-ring vacuums are warranted for a period of 5 years or 10,000 hours of use, whichever occurs first.
- (d) PowerMax high performance vacuums are warranted for a period of 2 years.
- (e) NXT Hg5 Series Amalgam Separators are warranted for a period of 1 year.
- (f) Midmark manufactured accessories are warranted for a period of 1 year.

### (6) SYNTHESIS® AND ARTIZAN® EXPRESSIONS CABINETRY

- (a) All products and components, including door and drawer fronts, casters, and slides (except for the items in (b), (c) and (d)) carry a 10-year warranty.
- (b) Electrical components such as task lights/LED lights, cords, controls and accessories carry a 3-year warranty.
- (c) Sliding track monitor mount and components and upholstery carry a 2-year warranty.
- (d) Countertops and resin, including accessories, carry a 1-year warranty.
- (e) Airglide® System carries a 1-year warranty.

(7) **IMAGING PRODUCTS:** Midmark Intraoral Digital Sensor Systems are warranted for a period of 5 years. Preva Intraoral X-Ray Systems are warranted for a period of 2 years.

### (8) MIDMARK REPLACEMENT PARTS AND ACCESSORIES

- (a) Replacement Parts and Accessories carry a 90-day warranty.
- (b) Classic Series twin pump replacement cartridges carry a 3-year warranty.

(9) **SOFTWARE** is warranted for 1 year.

## 3. 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 orders-dental@midmark.com, by mail to Midmark Corporation, 60 Vista Drive, Versailles, Ohio 45380, or by phone at 1.800.MIDMARK. 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 distributor. The retail purchaser must provide Midmark with completed warranty registration information within 30 days after purchase in order to obtain the benefits of this limited warranty.

## 4. EXCLUSIONS

This limited 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, negligent storage, tampering or failure to seek and obtain repair or replacement in a timely manner;
- (2) products that are not installed, used, and properly cleaned and maintained as required or recommended in the Midmark "Installation" and/or "Installation/Operation Manual" for the applicable product, including the specified structural and operational environmental conditions and electrical power requirements;
- (3) products considered to be of a consumable or sterile nature;
- (4) accessories or parts not manufactured by Midmark;
- (5) charges by anyone for adjustments, repairs, replacement parts, installation or other work performed upon or in connection with such products that are not expressly authorized in writing in advance by Midmark;
- (6) costs and expenses of routine maintenance and cleaning;
- (7) representations and warranties made by any person or entity other than Midmark;
- (8) matching of color, grain or texture except to commercially acceptable standards;
- (9) changes in color caused by natural or artificial light;
- (10) custom manufactured products;
- (11) alterations or modifications to the product by any person or entity other than Midmark; and
- (12) products that would otherwise be covered under Sections 1 and 2 of this limited warranty, but are acquired: (i) from a person or entity that is not Midmark or one of its authorized dealers; or (ii) from a Midmark dealer that is not authorized to sell the product at issue in the geographic territory where the purchaser is located or is not authorized to sell the product at issue within the medical, animal health or dental market, as the case may be, in which purchaser intends to use the product.

## 5. SOFTWARE

With respect to software that is a product or component thereof, 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.

## 6. EXCLUSIVE REMEDY; CONSEQUENTIAL DAMAGES DISCLAIMER

Midmark's only obligation under this limited 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.

## 7. WARRANTY DISCLAIMER

THIS LIMITED 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.

## 8. STATUTE OF LIMITATIONS

No action may be brought against Midmark for breach of this limited warranty, or implied warranty, if any, or for any other claim arising out of or relating to the products, more than 90 days following expiration of the limited warranty period.

## 9. NO AUTHORIZATION

No person or firm is authorized to create or approve for Midmark any other obligation or liability in connection with the products.