

Midmark Limited Warranty

Dental Products

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 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. 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.

2. APPLICABLE WARRANTY PERIOD

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

(1) OPERATORY PRODUCTS

- (a) Two (2) years for all products (except for the items in (b) through (d)).
- (b) "KINK-VALVE" module carries a ten (10) year warranty.
- (c) The original light bulb on a new light carries a one (1) year warranty.
- (d) Accessories not manufactured by Midmark are excluded including but not limited to Bien Air handpiece systems, Dentsply Cavitron scaler, Satelec scaler and curing light, and Sopro cameras.

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

(3) STERILIZER PRODUCTS are warranted for a period of one (1) year.

(4) ULTRASONIC CLEANER PRODUCTS are warranted for a period of two (2) years.

(5) AIR AND VACUUM PRODUCTS

- (a) PowerAir® oil-less compressors – Five (5) years or 3,500 hours of use, whichever occurs first.
- (b) PowerVac® and PowerVac®G dry vacuums – Five (5) years or 10,000 hours of use, whichever occurs first (except that the vacuum pump warranty term is ten (10) years or 20,000 hours of use, whichever occurs first).
- (c) Classic Series® wet-ring vacuums – Five (5) years or 10,000 hours of use, whichever occurs first.
- (d) PowerMax surgical suction – Two (2) years.
- (e) Hg5 Series Amalgam Separator - One (1) year.
- (f) Midmark manufactured accessories - One (1) year.

(6) INTEGRA™ DENTAL CASEWORK AND ARTIZAN® EXPRESSIONS PRODUCT

- (a) Five (5) years for all products and components including door and drawer fronts, casters and slides, except for the items in (b), (c) and (d).
- (b) Three (3) years for electrical components such as task lights/LED lights, cords, controls and accessories.
- (c) Two (2) years for sliding track monitor mount and components and upholstery.
- (d) One (1) year for countertops and resin, including accessories.

(7) IMAGING PRODUCTS are warranted for a period of two (2) years except for the ClearVision CR reader which is warranted for a period of one (1) year.

(8) MIDMARK Replacement Parts and Accessories carry a ninety (90) day warranty.

3. 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 which 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 environment 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 which 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.

4. 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.

5. 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.

6. 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 ninety (90) days following expiration of the limited warranty period.