

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 animal health products manufactured by Midmark (except for products and components not warranted under "Exclusions") that are defective in material or workmanship under normal use and service. The sole remedy under this limited warranty is the repair or replacement, at Midmark's option, of the applicable products or components. This limited warranty shall only apply to defects that: (i) are reported to Midmark within the applicable warranty period; and (ii) are determined to exist upon examination by Midmark. This limited warranty extends only to the original retail purchaser of a product, and is not transferable or assignable.

APPLICABLE WARRANTY PERIOD

The applicable warranty period for each Midmark product commences on the date of delivery to the original retail purchaser of the product and shall continue for the period specified in the attached Warranty Guide, which Warranty Guide is expressly incorporated herein. References in the Warranty Guide to specific component warranty periods are in place of and supersede the generally applicable warranty period for the product under which the component is listed.

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 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 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 limited warranty.

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 (including animal acts of any kind), 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 installation and operation manuals for the applicable product (imaging product must be installed by a certified Midmark installer);
- (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 (including Midmark's authorized dealers) 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;
- (10) all sinks, faucets and plumbing accessories;
- (11) representations and warranties made by any person or entity other than Midmark; and
- (12) with respect to software that is a product or a component thereof, that the software will be error free, can be used without problems or interruptions, or will be free from vulnerability to intrusion or attack by viruses or other methods.

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. This disclaimer shall survive any failure or asserted failure of the essential purpose of this limited warranty or its remedies specified herein.

NO AUTHORIZATION

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

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.

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) days following expiration of the 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.

SEVERABILITY

In the event any provision of this limited warranty is determined to be invalid or otherwise unenforceable: (i) the provision shall be enforced in a manner that closest holds to its intent, while at the same time curing the invalidity or unenforceability, and (ii) the balance of this limited warranty, being severable, shall not be affected in the event the provision that is invalid or unenforceable cannot be enforced in any respect.

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Product Description	Warranty Period	Product Description	Warranty Period
Casework		Sterilization and Instrument Processing	
1. Midmark Modular and Exam Room Casework	5 years	1. Midmark M9 and M11 Automatic Sterilizers	1 year
a. Plastic, Laminate and Solid Surface Counter Tops	1 year	2. Soniclean® Ultrasonic Cleaners	2 years
b. Task Light Ballast	3 years	Carts and Cabinets	
2. All Other Midmark Casework Products	5 years	1. Treatment Cabinets	1 year
3. Integra™ Steri-Centers, Consoles, Cabinets, Storage Units and Other Products	5 years	2. Mobile Desks	1 year
a. Plastic, Laminate and Solid Surface Counter Tops	1 year	Imaging	
b. Task Light Ballast	3 years	(Must be installed by a certified Midmark installer.)	
4. Artizan® Streamline-Centers™, Stations, Consoles, Benches and Other Products	5 years	1. VetPro® Complete	2 years
a. Plastic, Laminate and Solid Surface Counter Tops	1 year	2. VetPro® DC	2 years
b. Task Light Ballast	3 years	3. VetPro® DR	2 years
5. Midmark Steri-Centers	5 years	4. VetPro® CR	1 year
a. Plastic, Laminate and Solid Surface Counter Tops	1 year	Anesthesia Machines	
b. Task Light Ballast	3 years	1. Matrx® Anesthesia Machines	5 years
Dental Delivery Systems		2. Plastic, Rubber and Disposable Parts and Products	*
1. VetPro® Dental Delivery Systems and Stations	2 years	3. Midmark Serviced (used)	6 months
a. Kink-Valve Module	10 years	Anesthesia Machines (Parts and Accessories)	
b. Replacement Parts and Accessories	90 days	1. Matrx® and other Anesthesia Accessories (Including, but not limited to, cylinder mounting blocks, induction chambers, and gas supply components)	1 year
2. VetPro® Dental Handpieces	1 year	a. Plastic, Rubber and Disposable Parts and Products (Including, but not limited to, breathing bags, breathing tubes and endotracheal tubes.)	*
a. High Speed Chuck	90 days	Scavenging	
Exam and Treatment Tables		1. Matrx® Central Scavenger	5 years
1. Canis Major® Lift Tables	1 year	2. Matrx® Wall/Post Mount Single Scavenger	1 year
2. Exam, Prep and Treatment Tables	1 year	Vaporizers	
Lighting		1. VIP 3000® Vaporizers	5 years
1. Midmark Procedure Lights, Spotlights, Exam lights	1 year	2. VXP™ Vaporizers	1 year
Monitoring		3. Midmark Serviced (Used) Vaporizers	1 year
1. Cardell® Touch	2 years	Ventilators and Accessories	
a. Masimo™ IRMA™ Mainstream and ISA™ Sidestream and LoFlo Sidestream CO ₂ Modules	2 years	1. Matrx® Model 3000 Anesthesia Ventilators	1 year
b. Masimo Multigas Module	2 years	Fluid Warmers	
c. Batteries and Temperature Probes	1 year	1. iWarm™ IV Fluid Warmer	1 year
d. Nellcor™ V-SAT SpO ₂ Sensors	9 months	* The warranty as to these products or components only applies if such products or components are defective in material or workmanship at the time of delivery to the original retail purchaser and such defects are reported to Midmark within three (3) days from the date of delivery.	
e. Printer Batteries and ECG Esophageal Probes	6 months		
f. Blood Pressure Cuffs, CO ₂ Sample Lines and Adapters, and ECG Cable/Wire Sets	*		
Seating			
1. Surgery Stools	1 year		
2. Lift Stools	1 year		
3. Adjustable Stools	1 year		
4. Dental Doctor and Assistant Stools	2 years		