

# Midmark Limited Warranty

## 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](http://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 warranty does not cover sinks, faucets and plumbing accessories. Any warranties on these items are extended directly by the manufacturer of these items to the original purchaser. Information on these manufacturers' warranties will be enclosed with the applicable products. Also, Midmark will furnish copies of any warranties extended by any such manufacturers upon request.

This warranty does not cover and Midmark shall not be liable for: (1) repairs and replacements required because of misuse, abuse, negligence, alteration, accident, freight damage or tampering; (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 or properly cleaned as required in Midmark's written Installation Manual; (5) specially manufactured products; (6) products considered to be of a consumable nature such as light bulbs and surge suppression products; (7) accessories or parts not manufactured by Midmark; (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 is not expressly authorized in writing in advance by Midmark.

## 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.

Products from the Midmark Carthage, MO and Leesburg, OH locations are warranted for one (1) year from the date of delivery to the original purchaser only unless specified in product warranty guide. Warranty is only applicable if customer complies with all instructions and specifications furnished by Midmark relating to installation, care, and application. Customer agrees that they will not modify, misapply, or misuse product in any manner which deviates from the Midmark instructions. Any repairs, alterations, or services provided by parties other than Midmark or its authorized representatives may void warranty. The buyer is responsible for all freight charges on returned items.

# Animal Health Products Warranty Guide

PRODUCT DESCRIPTION	WARRANTY PERIOD	PRODUCT DESCRIPTION	WARRANTY PERIOD
<b>Anesthesia Machines</b>		<b>Lighting</b>	
1. Midmark Anesthesia Machines	5 years	1. Midmark Procedure Lights, Exam Lights	1 year
2. Midmark Serviced (used)	6 months	2. LED 120 and LED 130	3 year limited
<b>Anesthesia Machines (Parts and Accessories)</b>		<b>Monitoring</b>	
1. Midmark and other Anesthesia Accessories (Including, but not limited to, cylinder mounting blocks, induction chambers and gas supply components)	1 year	1. Midmark Multiparameter Monitor	2 years
a. Plastic, Rubber and Disposable Parts and Products (Including, but not limited to, breathing bags, breathing tubes and endotracheal tubes.)	*	a. Capnostat Mainstream Probe and LoFlo Sidestream CO <sub>2</sub> Module	1 year
		b. Masimo Multigas Module	2 years
		c. Batteries	1 year
		d. Nellcor V-SAT SpO <sub>2</sub> Sensors	9 months
		e. Blood Pressure Cuffs, CO <sub>2</sub> Sample Lines and Adapters, and ECG Cable/Wire Sets	*
<b>Cabinetry</b>		2. Cardell® Insight Diagnostic Monitor	2 years
1. Synthesis® Cabinetry	5 years	a. Batteries and Temperature Probes	1 year
a. Plastic, Laminate and Solid Surface Countertops	1 year	b. Nellcor V-SAT SpO <sub>2</sub> Sensors	9 months
b. Task Light Ballast	3 years	c. Blood Pressure Cuffs	*
2. All Other Midmark Cabinetry Products (Excluding tables, listed separately below)	5 years		
		<b>Scales</b>	
		1. Midmark LCD Cat Scale	1 year
		2. Midmark Platform Scale	1 year
		3. Midmark Platform Scale (Manufactured prior to March 2019)	2 year limited warranty
		<b>Seating</b>	
		1. Client Chair	1 year
		2. Adjustable, Air Lift Stools	1 year
		3. Veterinarian and Assistant Stools	2 years
		<b>Scavenging</b>	
		1. Midmark Central Scavenger	5 years
		2. Midmark Wall/Post-Mount Single Scavenger	1 year
		<b>Vaporizers</b>	
		1. VIP 3000® Vaporizers	5 years
		2. VXP™ Vaporizers	1 year
		3. Midmark Serviced (Used) Vaporizers	1 year
		<b>Ventilators and Accessories</b>	
		1. Midmark Model 3002PRO Anesthesia Ventilators	1 year
		2. Bellows and Housing	*
		<b>Workstations</b>	
		1. Worksurfaces, drawer fronts and slides	5 years
		2. Electrical components (cords, controls and accessories)	1 year
<b>EXCLUSIONS</b>		* 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.	
This warranty does not cover sinks, faucets and plumbing accessories. Any warranties on these items are extended directly by the manufacturer of these items to the original purchaser. Information on these manufacturers' warranties will be enclosed with the applicable products. Also, Midmark will furnish copies of any of the warranties extended by any such manufacturers upon request.		This Warranty Guide is not the entire warranty. Please see the applicable Limited Warranty for all other terms, conditions, and limitations.	
<b>Cabinets and Carts</b>			
1. Treatment Carts	1 year		
2. Procedure Carts	1 year		
<b>Dental Delivery Systems</b>			
1. Midmark Dental Delivery Systems	2 years		
a. Replacement Parts and Accessories	90 days		
2. Midmark Dental Handpieces	1 year		
a. High-speed Chuck	90 days		
<b>Exam and Treatment Tables</b>			
1. CM Lift Tables	1 year		
2. Exam, Prep and Treatment Tables	1 year		
3. Surgery Table (column only)	2 year		
<b>Fluid Warmers</b>			
1. IV Fluid Warmer	1 year		
<b>Imaging</b>			
(Must be installed by a certified Midmark installer.)			
1. Midmark DC	2 years		
2. Midmark DR Sensor (Bite-resistant) - Manufacturer defect as determined by Midmark for a period of 5 years. If there is a catastrophic event making the sensor not function, it will be replaced at no charge the first time.			
3. Midmark DR Sensor (Non bite-resistant) - Manufacturer defect as determined by Midmark for a period of 2 years. If there is a catastrophic event making the sensor not function, it will be replaced at 60% off current list the first time.			
<b>Instrument Processing</b>			
1. Midmark M9 and M11 Automatic Sterilizers	1 year		
2. Ultrasonic Cleaners	3 years		
3. Data Logger	1 year		