

# 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 [midmark.com](mailto: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.

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>Imaging cont.</b>	
1. Midmark Anesthesia Machines	5 years	3. Midmark DR Sensor (Standard sensor)	5 years
<b>Anesthesia Machines (Parts and Accessories)</b>		Manufacturer defect as determined by Midmark for a period of 5 years (2 years on previous model). If the sensor ceases to function due to a catastrophic event, it will be replaced at 60% off current list the first time.	
1. Midmark and other Anesthesia Accessories (Including, but not limited to, cylinder mounting blocks, and gas supply components)	1 year	<b>Instrument Processing</b>	
a. Plastic, Rubber and Disposable Parts and Products (Including, but not limited to, breathing bags, breathing tubes and endotracheal tubes.)	**	1. Midmark M9/M11-05x Steam Sterilizers	2 years
<b>Cabinetry</b>		2. Midmark M9/M11-04x Steam Sterilizers	1 year
1. Synthesis® Cabinetry	10 years	3. Ultrasonic Cleaners	3 years
a. Plastic, Laminate and Solid Surface Countertops	1 year	4. Data Logger	1 year
b. Task Light Ballast	3 years	<b>Lighting</b>	
2. All Other Midmark Cabinetry Products (Excluding tables, listed separately below)	10 years	1. Midmark Procedure Lights, Exam Lights	1 year
		2. 120 and 130 Treatment Lights	3 year limited
If the Midmark Modular Casework products are installed by Midmark, the above referenced warranty shall also include any labor performed, which has been authorized in writing in advance by Midmark, in connection with such repair or replacement during the applicable warranty period.		<b>Monitoring</b>	
<b>EXCLUSIONS:</b> 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.		1. Midmark Multiparameter Monitors 8019/8020	2 years
<b>Carts Synthesis®</b>		a. Capnostat Mainstream Probe and LoFlo Sidestream CO <sub>2</sub> Module	1 year
1. Treatment Carts	10 years	b. Masimo Multigas Module	2 years
2. Procedure Carts	10 years	c. Batteries	1 year
		d. Nellcor V-SAT SpO <sub>2</sub> Sensors	9 months
<b>Containment</b>		e. Blood Pressure Cuffs, CO <sub>2</sub> Sample Lines and Adapters, and ECG Cable/Wire Sets	**
1. Stainless Steel	1 year*	<b>Scales</b>	
2. Fiberglass	1 year*	1. Midmark LCD Cat Scale	1 year
3. FRP (Fiberglass reinforced plastic) or PVC	1 year*	2. Midmark Platform Scale	1 year
4. Aluminum	1 year*	3. Midmark Platform Scale (Manufactured prior to March 2019)	1 year limited warranty
5. Wood	1 year*	<b>Seating</b>	
6. Chain link	1 year*	1. Client Chair	1 year
7. Fine-celled Foam Board	1 year*	2. Adjustable, Air Lift Stools	1 year
*EXCLUSIONS: This warranty does not include door knobs or handles for Luxury Suite products		3. Veterinarian and Assistant Stools	2 years
<b>Dental Delivery Systems</b>		<b>Scavenging</b>	
1. Midmark Mobile Dental Delivery Systems		1. Midmark Central Scavenger	5 years
a. AH9000 models, 5 year parts, including 2 year service		2. Midmark Wall/Post-Mount Single Scavenger	1 year
b. 8000 models, 2 year parts and service		<b>Vaporizers</b>	
2. Dental handpieces, integrated components and tubing,	1 year	1. VIP 3000® Vaporizers	5 years
a. High-speed turbine	90 days	2. VXP™ Vaporizers	1 year
b. Handpiece Accessories	90 days	3. Midmark Serviced (Used) Vaporizers	1 year
3. Replacement parts and Accessories	90 days	<b>Ventilators and Accessories</b>	
<b>Exam and Treatment Tables</b>		1. Midmark Model 2002PRO/3002PRO Anesthesia Ventilators	1 year
1. Lift Tables	1 year	2. Bellows and Housing	**
2. Exam, Prep and Treatment Tables	1 year	<b>Workstations Synthesis®</b>	
3. Surgery Tables (electric column only)	2 year	1. Worksurfaces, drawer fronts and slides	5 years
4. Surgery Tables (electric)	1 year	2. Electrical components (cords, controls and Accessories)	1 year
5. Surgery Tables (hydraulic)	1 year		
<b>Fluid Warmers</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.	
1. IV Fluid Warmer	1 year	This Warranty Guide is not the entire warranty. Please see the applicable Limited Warranty for all other terms, conditions, and limitations.	
<b>Imaging</b>			
(Must be installed by a certified Midmark installer.)			
1. Midmark DC Generator	2 years		
2. Midmark Bite-Resistant DR Sensor	5 years		
Manufacturer defect as determined by Midmark for a period of 5 years (including Optimax sensors). If the sensor ceases to function due to a catastrophic event, it will be replaced at no charge the first time.			