

Getinge USA Sales, LLC Standard Warranty Policy

Seller warrants to Buyer that Products manufactured by Seller and sold to Buyer shall be free of defects in material and workmanship at time of delivery and when used in accordance with such Product's applicable instructions for use or operating manual. All warranties for a Product shall expire as of the stated Product expiration date shown on packaging and/or label, or if none, after one (1) year from the date of shipment or installation (in the case of Installed Capital Products) by Seller, unless otherwise expressly provided for in writing by Seller in a quotation, invoice or documentation received with the Product(s).

Seller's warranty shall not apply if:

- (i) a Product is not stored, installed, maintained or used in accordance with its applicable instructions for use or operating manual or if it is used for a purpose not indicated in the applicable instructions for use or operating manual;
- (ii) any repairs, alterations or other work has been performed by Buyer or others on such Product, other than work performed or authorized by Seller;
- (iii) the alleged Product defect is a result of abuse, misuse, improper maintenance, accident or the negligence of any party other than Seller; or
- (iv) Product has been damaged as a result, in whole or in part, from the use of components, accessories, parts or supplies not furnished by Seller.

The following are excluded from any warranty:

- a) Cosmetic damage (e.g., nicks, dents, scrapes, scratches), however caused; and
- b) Damage caused by accidental or unusual physical, electrical or electromagnetic stress, neglect, misuse, failure of electric power, air conditioning, humidity control, or transportation, or accident or disaster, including fire, water, wind and lightning, vandalism or burglary, or any other cause other than ordinary use.

Recommended preventative maintenance is the sole responsibility of Buyer for which spare parts and labor are not included under this standard warranty. Seller does not warrant that the Products shall be free of the rightful claim of any third person by way of patent, copyright, trademark, or trade secret infringement or the like. Further, Seller does not warrant that the operation of the Products or programming will be uninterrupted or error-free.

Seller's sole liability under this warranty is limited, at Seller's sole option, to repair or replace without charge any Product or part found to be defective. If Seller cannot provide repair or replacement after making good-faith efforts, then Buyer's exclusive remedy shall be a refund of amounts paid for such defective Product by Buyer. This limited warranty is contingent upon the following: (a) Seller is notified in writing within thirty (30) days after discovery of a defect; and (b) Seller's examination confirms to Seller's satisfaction that such defect is covered under warranty; and (c) any Product and/or any parts which are claimed to be defective are returned when authorized by Seller. Seller shall not have any responsibility in the event of loss or damage in transit. Seller reserves the right to charge Buyer for any repair or replacement services not covered by warranty.

No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, representation, or warranty concerning its Products and any affirmation, representation, or warranty made by any agent, employee, or representative shall not be enforceable by the Buyer.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, PARTS OR SERVICES PROVIDED BY SELLER INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS DISTRIBUTED, BUT NOT MANUFACTURED, BY SELLER ARE NOT WARRANTED BY SELLER AND BUYER MUST INSTEAD RELY ON THE REPRESENTATIONS AND WARRANTIES, IF ANY, PROVIDED DIRECTLY TO BUYER BY THE MANUFACTURER OF SUCH PRODUCT.