

Limited Equipment Warranty

Getinge USA Sales, LLC warrants to the purchaser as limited below that each item of equipment manufactured and/or distributed by Getinge which is installed, operated and maintained in accordance with Getinge's stated recommendations will be free from defects in material and workmanship, and that each piece of equipment will be in good working order and will conform to Getinge's published specifications which are available upon request.

1.0 WARRANTY START DATE: The warranty start date will be the earlier of the date of installation or 60 days after shipment. If installation is expected to occur more than 60 days after shipment, the warranty start date can be extended until the date of installation for up to one year from the date of shipment, provided such extension is specifically approved in writing by Getinge. Warranty for installed equipment begins and is valid only when installation checkout is performed by an authorized Getinge Service representative. Portable equipment is exempt from this requirement.

2.1 WARRANTY PERIOD: Getinge equipment is warranted for a period of twelve (12) months from the start of the warranty period, unless otherwise specified below. All defective parts and coincidental labor are provided for under warranty. Warranty service will be provided during normal working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding national holidays.

2.2 Sterilizer Pressure Vessels - Sterilizer pressure vessels are warranted as follows:

2.1.1 New Sterilizers – Fifteen (15) years.

2.3 Portable Equipment - Equipment weighing less than one hundred (100) pounds and not requiring tools to disconnect from building services is covered by Getinge's Customer Ship-In Repair warranty service during the twelve (12) month warranty period. This service requires the Customer to deliver the equipment needing repair to a Getinge factory service center, prepaid. Following any necessary repairs, Getinge will ship the equipment back to the Customer's location, FOB Getinge factory service center.

2.4 Field Modernization Kits - Components supplied by Getinge as part of Field Modernization Kits are warranted for one year, provided they are installed by a

Getinge factory representative. Getinge does not warrant Components supplied by Getinge as part of Field Modernization Kits that are not installed by a Getinge factory representative. Installation labor is warranted for 90 days. Components supplied as part of Field Modernization Kits will be new, or remanufactured and will be equivalent to new in performance. Vessels, doors and major customer owned components reused as part of a field installed modernization package are not covered by this warranty.

2.5 Replacement Parts - Parts replaced under warranty will be warranted for the remainder of the original equipment warranty period. The exchange component may be new, remanufactured, reconditioned, repaired or rebuilt, but will be equivalent to new in performance. Components replaced under warranty will become the property of Getinge, and upon request will be delivered to Getinge or its authorized representative.

3.1 SERVICES NOT COVERED DURING WARRANTY PERIOD: The following services are not covered under this warranty, however, Getinge will provide these services, if available, at Getinge's (i) then generally available hourly service rates and minimum charge for service time, including travel and waiting time, (ii) parts and material prices then generally in effect, and (iii) charges for travel and shipping expenses, all as applicable.

Repair of Equipment damage, replacement of parts or increase in service time caused by:

- a) purchaser's failure to continually provide a suitable environment prescribed by Getinge, or by improper storage of the Equipment;
- b) purchaser's failure to perform routine or preventive maintenance, as outlined in the Getinge Equipment owner/operator manual;
- c) neglect or misuse of the Equipment, including use of the Equipment for purposes other than those for which it was designed;
- d) accident or disaster, including fire, water, wind and lightning; vandalism or burglary;
- e) alterations or modifications made to Getinge's Equipment design;
- f) attachments, including any interconnection to the Equipment of non-Getinge products or devices not provided under a Getinge maintenance agreement;
- g) installation, maintenance, or repair of the Equipment performed by other than Getinge or a service provider authorized by Getinge;

h) nicks, dents, scrapes, scratches, or other cosmetic defects, however caused.

4.0 EXCLUSIONS: Expendable Parts (parts that are worn, used or consumed as part of normal operation) and Consumable Parts (parts that must routinely be replaced) are not covered under this warranty. Examples of Expendable Items include: door gasket, trap elements, lubricators, filters, fuses, lamps, valve repair kits, etc. Examples of Consumable Items include printer paper rolls, recording charts, ink, ribbons, detergents, sterilants, biological indicators, chemical indicators, etc.

The warranties under this Agreement are in lieu of any conflicting statement of limited warranty included with an Equipment shipment. Getinge does not warrant that the operation of the Equipment or programming will be uninterrupted or error-free.

Damage to the interior of sterilizer chambers or door (s) caused by the use of corrosives or abrasives, will void the chamber warranty.

Damage to the pressure vessel due to utilities supplied that do not meet the minimum requirements for volume, pressure or quality as set forth in the specific utility data specifications and/or pre-installation requirements for the specific piece of equipment.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.0 LIMITATION OF REMEDIES: The extent of the liability of Getinge for breach of warranty is limited to the repair or correction of defects, the replacement (with a similar item free from the defect in question) of any Equipment which is defective, or the issuance of a credit not to exceed the amount of the original purchase price of the specified product or service which gives rise to the claim, at the option of Getinge. Such repair, replacement or credit shall be the purchaser's exclusive remedy for breach of warranty.

6.0 LIMITATION OF LIABILITY: Getinge's liability for damages to the purchaser for any cause whatsoever, and regardless of the form of action, whether in contract or in tort

including negligence, shall be limited to the purchase price stated in the applicable contract for the specific Equipment

that caused the damages or that are the subject matter of, or are directly related to, the cause of action. The foregoing limitation of liability will not apply to claims of personal injury caused by Getinge's negligence.

In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Getinge or its suppliers be liable for any consequential or incidental damages including, but not limited to, loss of profits or revenues, loss of use of any products or any associated equipment, damage to products or equipment, cost of capital, cost of substitute products, facilities, service or replacement service, downtime costs, or claims of the purchaser's own customers for such damages.

7.0 GENERAL: The warranty provided herein and the obligations of Getinge thereunder shall not be extended, altered or varied except by a written instrument signed by an officer of Getinge and the purchaser.