

ArjoHuntleigh Inc., PHD Equipment and Parts Warranty

ArjoHuntleigh Inc., warrants to the purchaser that its products are free from manufacturer defects in material and workmanship, and that each piece of equipment will be in good working order and will conform to ArjoHuntleigh's published specifications.

- 1.0 **WARRANTY START DATE:** The warranty start date will be the date of installation or 60 days after shipment, whichever is earlier. The warranty period of each type of Equipment is specified below.
- 2.0 **LIMITATIONS OF WARRANTY:** ArjoHuntleigh Inc. equipment is warranted for a period of **twelve (12) months** from the start of the warranty period, unless otherwise specified. All defective parts and coincidental labor are provided for under warranty. Warranty service will be delivered during normal working hours, Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding national holidays.
- 2.1 **Extended Coverage**
- a) ArjoHuntleigh's **Hydrosound transducer** metal assembly and its bond to the radiating surface are warranted not to crack, depolarize, deteriorate or become detached from the radiating surface for **ten years**. Labor is not included in extended coverage. The **Hydrosound generator** is warranted for **12 months** according to the definition in 2.0 above.
 - b) The **door seal** for the **Parker Bath** bathing systems is warranted for **ten years** from the date of installation. Coverage is for the seal only. Labor for seal installation is covered for 12 months.
 - c) The **Maxi Sky 600 and Maxi Sky 1000 Ceiling Lift Systems** will be warranted for **one-year** from the date of installation to be free from manufacturer's defect of the cassette. **Maxi Sky 440 Portable** cassette is warranted for **1 year**. Batteries and remote handsets are covered by the standard warranty described herein. **Maxi Sky Track** is warranted against manufacturer's defect for the **life of the installation**. **Maxi Sky Track Installation** is warranted against defect in workmanship for **the life of the installation**.
 - d) ArjoHuntleigh patient lifting equipment (all wet and dry lifts) is warranted for **five years** from the date of invoice to be free from manufacturer's defect of the **metal frame and/or structure**. This warranty coverage includes chassis, mast tubing, jib, metal handles, metal lifting arm, hanger bars, metal attachments, and all metal welds. Coverage includes replacement parts, shipping of parts, and any required installation labor. This warranty does not cover any moving parts, polyurethane covers, corrosion, or damage due to abuse or neglect.
- 2.2 **Replacement Parts within Initial Warranty Period** - Parts replaced under the initial Equipment warranty period 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 ArjoHuntleigh Inc., and upon request will be delivered to ArjoHuntleigh Inc. or its authorized representative.
- 2.3 **Replacement Parts after Initial Warranty Period** - All replacement parts, (except expendable or consumable parts and electronic components as noted below) including remote handsets, purchased after the initial warranty period will be warranted for **6 months** from the date of invoice. Warranty coverage does not include failure due to improper installation by other than ArjoHuntleigh authorized personnel. Electrical/electronic parts (i.e. PC boards, electronic displays, microprocessors, motors, switches, load cells, wiring harnesses, etc.) installed by other than ArjoHuntleigh authorized personnel have no warranty. **Remote handsets** are not considered electronic components for purposes of warranty coverage and have a **6 month** warranty as outlined above. All defective parts must be returned to ArjoHuntleigh, Inc., at customer's expense, and via the ArjoHuntleigh, inc. return authorization policy to receive warranty credit.
- 2.4 **Expendable/Consumable Parts** - Parts such as slings, safety belts, castors, mattress pads, gel cushions, seat inserts, batteries, fuses, lamps, measuring electrodes, air filters, filter inserts, seal kits, etc. are warranted to be free from defects and workmanship for a period of **30 days** from date of shipment. Slings or P.C. boards cannot be accepted for return and credit unless they are received in the original sealed package, unopened, within 30 days from date of shipment.

- 2.5 **Service Labor Coverage**- After the original warranty has expired, any labor provided by service personnel authorized by ArjoHuntleigh, is covered for 6 months against failure in workmanship.

SERVICES NOT COVERED DURING WARRANTY PERIOD:

The following services are not covered under this warranty:

- a) Repair of Equipment damage, replacement of parts or increase in service time caused by purchaser's failure to provide continually a suitable environment as prescribed by ArjoHuntleigh Inc., or by improper storage of the Equipment.
- b) Purchaser's failure to perform routine or preventive maintenance, as outlined in the ArjoHuntleigh Inc. Equipment Preventative Maintenance Manual.
- c) Neglect, misuse or abuse of the Equipment, including use of the Equipment for purposes other than those for which it was designed.
- d) Any damage to any equipment caused by the use of liquids other than ArjoHuntleigh's approved brands (i.e. Cen Care II shampoo, Cen Sol bath oil, Cen Kleen disinfectant, ArjoHuntleigh Sound, hydraulic fluid, etc.) that are not compatible with ArjoHuntleigh's equipment.
- e) Accident or disaster, including but not limited to, fire, water, wind and lightning; vandalism or burglary.
- f) Alterations or modifications made to ArjoHuntleigh Inc.'s Equipment design.
- g) Attachments, including any interconnection to the Equipment of non-ArjoHuntleigh Inc. products or devices not provided under an ArjoHuntleigh Inc. maintenance agreement.
- h) Installation, maintenance, or repair of the Equipment performed by other than ArjoHuntleigh Inc. or a service provider authorized by ArjoHuntleigh Inc.
- i) Nicks, dents, scrapes, scratches, or other cosmetic defects, however caused.

- 3.1 ArjoHuntleigh Inc. will provide repair services, if available, at the hourly service rates then generally available including travel/waiting time, parts and material prices then generally in effect, and charges for travel and shipping expenses, all as applicable.

- 4.0 **EXCLUSIONS:** The warranties under this agreement are in lieu of any conflicting statement of limited warranty included with an equipment shipment.

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 ArjoHuntleigh, Inc. 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 ArjoHuntleigh, Inc. Such repair, replacement or credit shall be the purchaser's exclusive remedy for breach of warranty.

- 6.0 **LIMITATION OF LIABILITY:** ArjoHuntleigh Inc.'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 ArjoHuntleigh, Inc.'s negligence.

In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall ArjoHuntleigh, Inc 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 ArjoHuntleigh, Inc. there under shall not be extended, altered or varied except by a written instrument signed by ArjoHuntleigh, Inc. and the purchaser.