

ORIGINAL END USER'S LIMITED WARRANTY

COVERAGE

Defibtech, L.L.C. provides a LIMITED WARRANTY that the Automated Chest Compressor (ACC) (i.e., Backboard, Frame, and Compression Module) and its associated components (i.e., Battery Pack, AC Adapter, Stabilization Strap, Patient Wrist Straps, and Patient Interface Pad (PIP)), and accessories (e.g., Carrying Case) (collectively referred to as "Products" and singularly as "Product") whether purchased concurrently or separately, shall be substantially free from defects in material and workmanship appearing under normal service and use. To qualify for WARRANTY SERVICE, the Product must have been continuously owned by the original purchaser and the original purchaser must have purchased the Product from Defibtech or an authorized Defibtech retailer. This LIMITED WARRANTY may not be assigned or transferred.

WARRANTY PERIOD

The Products shall have a WARRANTY PERIOD of one (1) year beginning on the date of delivery. The WARRANTY PERIOD for a single use Product (e.g., Patient Interface Pad) and Products having an expiration date shall end upon the earlier of use, expiration (if applicable), or end of the WARRANTY PERIOD. Any WARRANTY SERVICE, including but not limited to repair or replacement shall not extend a Product's WARRANTY PERIOD.

LIMITED WARRANTY SCOPE

This LIMITED WARRANTY does not cover damage of any sort resulting from, but not limited to, accidents, misuse, improper storage, improper operation, alterations, unauthorized service, tampering, abuse, neglect, fire, flood, war, or acts of God. Misuse shall include but not be limited to: use of the ACC with unapproved components; use of a Product with unapproved devices; or use of the Product in uncertified environments or settings. Defibtech does not warranty error-free or interruption-free performance of any Product.

LIMITED WARRANTY VOIDED

The LIMITED WARRANTY is immediately voided if: the Product is serviced or repaired by any entity, including persons, not authorized by Defibtech; specified Product maintenance is not performed; the Product is used with one, or more, unauthorized components or devices; or the Product is not used in accordance with Defibtech approved instructions.

WARRANTY SERVICE

At Defibtech's sole discretion, Defibtech shall have the option to repair, replace, or provide a credit. In the event of repair or replacement, Defibtech shall have the right at its sole discretion to replace the Product with a new, or refurbished, same or similar Product, and all Products or parts replaced shall become the property of Defibtech. Determination of a similar Product shall be at the sole discretion of Defibtech. In the case of replacement, the replacement at a minimum shall reflect the prorated time remaining for the Product based on the remaining WARRANTY PERIOD. In the case of a credit, the credit shall be the prorated value of the Product based on the lower of the original Product cost of the same or similar Product and the remaining WARRANTY PERIOD. Repair or replacement of a Product under this LIMITED WARRANTY does not extend the Product's WARRANTY PERIOD.

WARRANTY SERVICE (CONTINUED)

In order to obtain WARRANTY SERVICE, the original owner must contact the Defibtech authorized retailer from whom the Product was purchased, or Defibtech customer service. In the event a Product must be returned, a Defibtech issued Return Material Authorization (RMA) number is required. Products returned without a Defibtech authorized RMA number will not be accepted. The Product shall be shipped at the original end user's expense to a destination specified by the retailer or Defibtech.

OBLIGATIONS AND WARRANTY LIMITS

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ANY LEGAL ACTION ARISING FROM THE PURCHASE OR USE OF A PRODUCT SHALL BE COMMENCED WITHIN ONE YEAR FROM THE ACCRUAL OF THE CAUSE OF ACTION, OR BE BARRED FOREVER. IN NO EVENT SHALL DEFIBTECH'S LIABILITY UNDER THIS WARRANTY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

NO PERSON (INCLUDING ANY AGENT, DEALER, OR REPRESENTATIVE OF DEFIBTECH) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING THE PRODUCTS, EXCEPT TO REFER TO THIS LIMITED WARRANTY.

If any part or term of this LIMITED WARRANTY is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the LIMITED WARRANTY shall not be affected. The user may also have other rights that vary from state to state or country to country.