

VITAHEAT MEDICAL®, LLC LIMITED PRODUCT WARRANTY

VitaHEAT Medical product purchase includes a warranty with a warranty period specified in original invoice.

VitaHEAT Medical, LLC, (“VitaHEAT”) warrants to the initial Purchaser (“Purchaser”) that each new Warranted Product, as defined below, purchased hereunder will be free from defects in workmanship and materials under normal use and service for the warranty period listed on invoice from the date of its initial shipment to Purchaser.

Warranted Product is defined as follows: VitaHEAT Medical UB3 Patient Warming System.

VitaHEAT’s only obligations under this limited warranty are limited to repair or replacement, at VitaHEAT’s option and election, of any Warranted Product (or part thereof) that VitaHEAT reasonably determines to be covered by this limited warranty. Repair or full replacement of Warranted Products under this limited warranty does not extend the Warranty Period.

Exclusions

This limited warranty does not extend to any Warranted Products or parts thereof: (a) that have been subject to misuse, neglect or accident, including but not limited to cords pulled out of equipment, cracked connections, cuts or damage to surface of mattress, cracked plastic casing on controller, holes in mattress covering caused by adhesive tape, damages due to cleaning protocols outside of VitaHEAT’s Instructions For Use, (b) that have been damaged by causes external to the Warranted Product, including by but not limited to failure of or faulty electrical power, (c) that have been used in violation of VitaHEAT’s instructions for use or the Warranted Product’s operation guide and/or user manual, (d) that have been attached to any accessory or attachment that has not been subject to VitaHEAT’s control over quality of materials and design, (e) on which the serial number or other identification has been removed or made illegible, or (f) that have been modified or repaired by anyone other than VitaHEAT or its authorized service center, unless expressly authorized prior to such service by VitaHEAT. VitaHEAT shall not be responsible for any representations and warranties concerning the Warranted Product made by any person or entity other than VitaHEAT or its authorized distributors.

Returns & Replacement Product

To request repair or replacement under this limited warranty, Purchaser should contact VitaHEAT Customer Service at 1-800-850-8350 (customerservice@vitaheatmedical.com) or via the website www.vitaheatmedical.com. If, on the basis of the information provided by Purchaser, VitaHEAT reasonably believes that the Warranted Product is covered by this limited warranty, VitaHEAT will authorize Purchaser to return the Warranted Product (or part thereof) to VitaHEAT or its authorized service center. VitaHEAT shall determine whether to repair or replace Warranted Products and parts covered by this limited warranty and all Warranted Products or parts replaced shall become the property of VitaHEAT. In the course of warranty service, VitaHEAT may, but shall not be required to, make engineering improvements to the Warranted Product or part thereof.

Replacement product will be shipped as soon as VitaHEAT receives a signed *VitaHEAT Warranty Replacement Agreement* (provided by VitaHEAT) agreeing to pay for replacement product if the returned equipment is found not to be covered under VitaHEAT's limited warranty program OR after VitaHEAT receives returned product and confirms it falls within the warranty. Allow 24-48 hours to receive replacement product once VitaHEAT receives signed Warranty Replacement Agreement or confirms warranty coverage on returned product.

Shipping Procedures

VitaHEAT will work with Purchaser to arrange delivery of a Warranted Product to VitaHEAT for warranty service. It is the Purchaser's obligation to comply with the warranty service instructions provided by VitaHEAT.

- **Cleaning form:** Purchaser must sign a cleaning form confirming the equipment being returned has been cleaned per hospital protocol, enclosed in plastic pouch and attach to outside of the package being returned.
- **Clean product:** It is a violation of the limited warranty policy to return unclean product which carries a biomedical hazard to VitaHEAT employees and agents. If product is returned that has not been properly cleaned per hospital protocol **OR** the signed cleaning form is not attached to outside of box, **a \$250 fee will be charged to the customer to redirect product back to customer and manage possible risks to our receiving area.** Customer is responsible for shipping fees to return product back to their site.
- **Suitable packaging:** Warranted Products shipped by the Purchaser under this limited warranty shall be suitably packaged in VitaHEAT's designated return carton to protect the Warranted Product. If Purchaser ships a Warranted Product to VitaHEAT in unsuitable packaging, any physical damage present in the Warranted Product on receipt and inspection by VitaHEAT (and not previously reported) will be presumed to have occurred in transit and will be the responsibility of the Purchaser.
- **Responsibility:** Purchaser responsible until VitaHEAT receives return: Purchaser shall also be responsible for any Warranted Product that is not returned to VitaHEAT after VitaHEAT provides a replacement product.

If VitaHEAT reasonably determines that a repair or replacement is covered by this limited warranty, VitaHEAT shall bear the costs of shipping the repaired or replacement Product to the Purchaser.

Risk of loss or damage during shipments under this limited warranty shall be borne by the party shipping the Product.

EXCLUSIVE REMEDY; CONSEQUENTIAL DAMAGES DISCLAIMER

THIS LIMITED WARRANTY, TOGETHER WITH ANY OTHER EXPRESS WRITTEN WARRANTY THAT MAY BE ISSUED BY VITAHEAT, IS THE SOLE AND EXCLUSIVE WARRANTY AS TO THE WARRANTED PRODUCTS, EXTENDS ONLY TO THE INITIAL PURCHASER AND IS EXPRESSLY IN LIEU OF ANY OTHER ORAL OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VITAHEAT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) DIRECTLY ARISING FROM THE SALE, INABILITY TO SELL, USE OR LOSS OF USE OF ANY WARRANTED PRODUCT.