

# LIMITED WARRANTY

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Subject to the limitations and exclusions set forth below, the following Physio-Control products which are purchased for use in the United States of America from authorized Physio-Control representatives or authorized dealers and are used in accordance with their instructions will be free from defects in material and workmanship appearing under normal service and use as defined below as follows:

- Five Years:
- New LIFEPAK® 20 defibrillator/monitor family of products, used in clinics and hospital settings exclusively (with no use in mobile applications)
  - New and remanufactured LIFEPAK 1000 defibrillators
  - New and remanufactured LIFEPAK CR® Plus automated external defibrillator and internal battery system
  - New LIFEPAK EXPRESS® automated external defibrillator and internal battery system
  - New and factory remanufactured LIFEPAK 500 and LIFEPAK 500 DPS automated external defibrillators
  - New LIFEPAK 12 defibrillator/monitor series, used in clinic and hospital settings exclusively (with no use in mobile applications)
  - New LIFEPAK 15 monitor/defibrillator series, used in clinic and hospital settings exclusively (with no use in mobile applications)

- One Year:
- New LIFEPAK CR-T trainer
  - New LIFEPAK 500T trainer
  - New LIFEPAK 12 defibrillator/monitor series, which include use in out-of-hospital and mobile applications
  - New LIFEPAK 15 monitor/defibrillator series, which include use in out-of-hospital and mobile applications
  - Factory remanufactured LIFEPAK 20 defibrillator/monitor family of products
  - Factory remanufactured LIFEPAK 12 defibrillator/monitor series
  - Internal Battery System for LIFEPAK 20 defibrillator/monitor family of products
  - New and factory remanufactured battery charging systems
  - Power adapters
  - All other batteries and battery paks

- 90 Days:
- Product accessories (including patient cables)
  - CHARGE-PAK™ Charging Unit (external system) for LIFEPAK CR Plus defibrillator.

- 30 Days:
- Internal paddles and internal paddle handles

The time limits and the warranty schedule provided above begin on the date of delivery to the first purchaser.

Physio-Control, Inc., (hereafter referred to as Physio) does not warrant that Physio products will perform error-free or without interruptions. The sole and exclusive remedy under this Limited Warranty is to repair or replace defective material or workmanship at the option of Physio. To qualify for the repair or replacement, the product must not have been repaired or altered outside of Physio factory in any way which, in the judgment of Physio, affects its stability and reliability. The product must have been used in accordance with applicable operating instructions and in the intended environment or setting.

The product must not have been subjected to misuse, abuse or accident. Physio, in its sole discretion, determines whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Physio at the Purchaser's facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Physio, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure.

Except for the Limited Warranty provided above, PHYSIO MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. PHYSIO IS NOT LIABLE FOR DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Any legal action arising from the purchase or use of Physio products shall be commenced within one year from the accrual of the cause of action, or be barred forever. In no event shall Physio liability under this warranty or otherwise exceed the greater of \$50,000 or the purchase price of the product giving rise to the cause of action.

Products are warranted in conformance with applicable laws. 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, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some US states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state or country to country.

