

## Limited Warranty

### HC 150/Valence Power System Upgrade Limited Warranty

Howard Industries, Inc. (Howard) warrants its HC150/Valence Power System Upgrade, hereinafter called “Power System” to be free from defects in materials and/or workmanship when in normal use. Parts required to correct any defects will be supplied at no charge and will be supported by phone consultation with Howard’s technical support representatives. Howard's toll-free technical support is available at 888-323-3151, 7-days a week, 24-hours a day, excluding holidays. Howard Medical will offer on-site technical service and equipment training for a fee when requested.

The Power System is intended for use on Howard Medical Carts only. This warranty is valid for a period of one (1) year from the date of shipment, or for the remainder of the existing electrical warranty (whichever is greater) as it pertains to your power module.

Additional terms of this Limited Warranty are as follows:

1. A. Howard does not warrant damages or defects to the Power System caused by or under the following conditions: abuse, loss, negligence, accident, physical damage, and/or misuse of the equipment, an Act of God, unauthorized service or repair of the Power System, damage from electrical power problems, usage of parts or components not supplied by Howard, failure to follow Power System instructions and guidelines, unauthorized changes to the Power System, shipping damage (other than during original shipment from Howard), failure to perform preventative maintenance, or damage caused by peripherals or software or from other external causes.  
  
B. Leaving a Lithium Phosphate battery unattended for a period of 6 months or longer voids the warranty as to the Lithium Phosphate battery.
2. Customers’ modification to the Power System and/or the addition of non-Howard components without Howard’s written prior approval voids this Limited Warranty.
3. The Power System contains a Lithium Phosphate battery. A Lithium Phosphate battery will be considered defective (non-performing) if it fails to deliver 60% of its rated capacity. Proper determination of remaining battery capacity requires that the battery first be fully discharged to 0% state of charge (SOC) and then recharged for 24 consecutive hours followed by a controlled discharge back down to 0% SOC. Exact procedures for accurately determining remaining battery capacity can be supplied upon request.
4. A. To obtain service under this Limited Warranty, you must contact Howard Medical Technical Support within the warranty period. Technical Support personnel will work to resolve issues professionally and quickly, however, you must provide reasonable assistance in order to facilitate and/or receive support services. Reasonable assistance is defined as having the Power System readily available and accessible and placing the phone call to the Howard Medical help desk with available time to perform basic troubleshooting on the Power System with the assistance of the Howard Medical telephonic support representative. If Howard Medical Technical Support is unable to correct the problem it may authorize a replacement part or parts, on-site service, a Power System replacement or refund the purchase price for the Power System.

ON-SITE SERVICE, PRODUCT REPLACEMENTS AND REFUND OF PURCHASE PRICE ARE CONSIDERED OPTIONS OF LAST RESORT. For all replaced parts not returned to Howard, you must pay Howard for that part. In the event that an authorized technician is dispatched and the suspected problem reported is not found to be defective, then Howard will invoice you for the service call. If Howard refunds the purchase price for the Power System, the Power System must be returned to Howard. Howard will pay the shipping cost for any part or Power System returned to it with authorization.

B. Howard will, within the warranty period, repair or replace a defective Power System with new or serviceable used parts, or Howard may refund the purchase price of the Power System. The determination of when to use new and when to use serviceable used parts or to refund the purchase price of the Power System shall be at the sole discretion of Howard. Ownership of all removed parts from the Power System shall vest in Howard and if the purchase price for the Power System is refunded, the Power System shall be removed and returned to Howard at its cost and ownership of said Power System shall vest in Howard. The repair or replacement of the Power System pursuant to this Limited Warranty does not extend the warranty of the Medical Cart.

5. A. This limited warranty is extended only to the original end user and is non-transferable. In addition, this warranty is only valid within the United States of America and Canada.

B. For this warranty to be valid, the Power System must have been purchased directly from Howard or from an authorized representative of Howard.

6. A. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. HOWARD DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

B. EXCEPT FOR THE OBLIGATIONS SET FORTH IN THIS WARRANTY STATEMENT HOWARD SHALL NOT BE LIABLE FOR ANY COSTS TO COVER OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR LOSSES OF PROFITS, LOSSES OF REVENUE, LOSSES OF SAVINGS, LOSSES OF DATA, DOWNTIME, COSTS OF CAPITAL, COST OF REPLACEMENT EQUIPMENT (TEMPORARY OR PERMANENT), COSTS OF TIME, THIRD PARTIES' CLAIMS OR INJURY TO PROPERTY.

C. THE OPTIONS STATED HEREIN ARE THE SOLE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY BY HOWARD.

7. In states that do not allow limitations on implied warranties or on the length of implied warranties, the above limitations may not apply to you. In states that do not allow for the exclusion or limitation of incidental and consequential damages, the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights. To determine other rights you may have, review your applicable state laws.