



Redefining **medical technology.**

Limited Warranty

Howard Medical Purchased Part(s) Limited Warranty

Howard Industries, Inc. (Howard) warrants its purchased part(s) hereinafter called "Purchased Part(s)" to be free from defects in materials and/or workmanship when in normal use for a period of ninety (90) days from the date of shipment. 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.

Purchased Parts are intended for use on Howard Medical Carts only. This warranty is independent of any existing mechanical, electrical, or battery warranty on Howard Medical Carts and supersedes your original warranty only as it pertains to this particular Purchased Part(s). This Limited Warranty does not extend or otherwise amend the original warranty on the Medical Cart.

Additional terms of this Limited Warranty are as follows:

1. Howard does not warrant damages or defects to the Purchased Part(s) 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 Purchased Part(s), damage from electrical power problems, usage of parts or components not supplied by Howard, unauthorized changes to the Purchased Part(s), 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.
2. Customers' modification to the Purchased Part(s) and/or the addition of non-Howard components without Howard's written prior approval voids this Limited Warranty.
3. The warranty for the Purchased Part(s) is for ninety (90) days from the date of shipment.
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 defective Purchased Part(s) readily available and accessible and placing the phone call to the Howard Medical help desk with available time to perform basic troubleshooting on the defective Purchased Part(s) 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, or refund the purchase price for the defective Purchased Part(s). **ON-SITE SERVICE, PRODUCT REPLACEMENTS AND REFUND OF PURCHASE PRICE ARE CONSIDERED OPTIONS OF LAST RESORT.** For all replaced Purchased Part(s) not returned to Howard, you must pay Howard for that Purchased Part(s). In the event that an authorized technician is dispatched

and the suspected problem reported is not found to be defective or is otherwise not covered by this warranty, then Howard will invoice you for the service call. If Howard refunds the purchase price for the defective Purchased Part(s), the defective Purchased Part(s) must be returned to Howard. Howard will pay the shipping cost for any defective Purchased Part(s) returned to it with authorization.

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

6. 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 Purchased Part(s) must have been purchased directly from Howard or from an authorized representative of Howard.

7. 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.

8. 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.

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