

Medical Carts Limited Warranty

3-year Mechanical/3-year Electrical/2-year Battery Defect* /2-year Battery Performance*

Howard Medical, a division of Howard Industries, Inc. (“HM”) warrants its Medical Carts (hereinafter “Medical Carts”) to be free from defects in material and workmanship for a 3-year period from product ship date on durable mechanical components and a 3-year period from product ship date on electrical components. Batteries are not considered mechanical or electrical parts. Warranted consumable parts including, but not limited to, fuses, light bulbs and felt are covered for six (6) months from product ship date.

If during the warranty period the HM product proves defective under normal use, HM will work with the customer to resolve the issue with our 4-step Customer Experience Improvement Process: phone support, part replacement, core cart replacement, on-site service, which process is as follows:

1. A HM customer calls 1-888-323-3151, our U. S. based, 24/7 customer support line to speak to a certified technical support specialist. If the technical support specialist cannot resolve the perceived issue, a customer may then progress through tiered phone support, to include HM Engineering support. If for some reason, a HM Engineer cannot resolve the perceived issue, it is within HM’s sole discretion to determine how to best address a customer’s warranty issues. HM may resolve the issue, at its sole discretion, with one of or a combination of the following actions:
2. HM sends a replacement part.
3. HM sends a replacement Medical Cart excluding computing devices, monitors, and peripherals including, but not limited to, keyboard, mouse, USB hub .
4. HM sends a certified product specialist ON-SITE to correct the issue.

This Warranty does not cover damage or operational malfunction of the product caused by accident, misuse, neglect, failure to follow proper use instructions, unauthorized repair attempts, or by the integration or addition of peripheral components or product modifications of Howard parts without HM’s prior written consent. Computing devices, monitors, and peripherals (keyboard, mouse, USB hub, etc.) installed onto the Medical Carts are not covered under this warranty.

HM warrants its batteries as follows:

1. Sealed Lead Acid (SLA) Battery Warranty

- a. SLA batteries are warranted to be free from defects in materials and/or workmanship under normal use and service for a period of one (1) year from the date of shipment.
- b. SLA batteries also carry a sixty (60) day performance warranty.

**applies to Lithium Phosphate Battery only. See battery warranty section for more information.*

- c. The SLA battery performance warranty will be extended to six (6) months if HM determines that the following conditions are met:
 - i. Power Display software is installed and the log files generated by the software indicate compliance with the other conditions listed below.
 - ii. Battery is fully charged (up to 90% state of charge) at least once every 36 hours.
 - iii. Battery is not left in a discharged state (less than 10% state of charge) for more than 10 consecutive hours at anytime or more than 20 hours total during the warranty period.
 - iv. Battery is not discharged below 20% state of charge more than 20 times during the warranty period.
- d. Leaving a charged SLA battery unattended for a period of 3 months or longer voids this battery warranty.
- e. Leaving an SLA battery in a discharged state (less than 10% SOC) for 3 days or longer voids the battery warranty.
- f. An SLA 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.

2. Lithium Phosphate Battery Warranty

- a. Lithium Phosphate batteries are warranted to be free from defects in materials and/or workmanship under normal use and service for a period of two (2) years from the date of shipment.
- b. Lithium Phosphate batteries also carry a one (1) year performance warranty.
- c. The Lithium Phosphate battery performance warranty will be extended to two (2) years if HM determines that the following conditions are met:
 - i. Power Display Software is installed and the log files generated by the software are available for the evaluation of battery performance should it become necessary.
 - ii. The total sum of discharges (total energy delivered) does not exceed 1200 times the rated capacity of the battery as indicated by data logged internal to the battery. This is equivalent to 48,000 ampere hours and more than 600 kWh for a 40 ahr Lithium Phosphate battery.
- d. Leaving a Lithium Phosphate battery unattended for a period of 6 months or longer voids this battery warranty.

e. 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.

All replaced parts must be returned to HM with shipping expense to be paid by HM. Any replaced parts not returned to HM will be paid for, in full, by the customer. If at any time during the warranty period, a customer submits a warranty claim where the product is later found not to be defective, any on-site service calls and/or replacement products will be charged to the customer. HM owns all removed and repaired parts from the HM product. The repair or replacement of a HM product does not extend the warranty of said HM product.

This Limited Warranty does not cover damages or defects due to or caused by abuse, loss, negligence, accident, physical damage, and/or misuse, an Act of God, or unauthorized service or repair of the HM products, damage from electrical power problems, usage of parts or components not supplied by HM, failure to follow product instructions and guidelines, unauthorized changes to the HM product, shipping damage (other than during original shipment from HM), failure to perform preventive maintenance, or damage caused by peripherals or software or from other external causes.

This limited warranty is extended only to the original end user and is non-transferable, and is only valid within the United States of America and Canada. For this warranty to be valid, the HM product must have been purchased directly from HM or from an authorized representative of HM.

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. HM DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

EXCEPT FOR THE OBLIGATIONS SET FORTH IN THIS WARRANTY STATEMENT HM SHALL NOT BE LIABLE FOR 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.

The limit of the liability of Howard to repair its product after a reasonable amount of time and a reasonable number of attempts shall be the replacement of the Howard Medical product or a refund of the original purchase price of the product. The decision regarding replacement versus refund shall be at the sole discretion of Howard. The above options are the only remedies for any perceived breach of warranty by Howard.

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.

This warranty is standard on all HM carts purchased on or after January 1, 2010, unless otherwise noted.

Buy online at www.Howard-Medical.com or call us at 877.856.6441.