

## LIMITED WARRANTY

### Limited Warranty

#### Company Products and Services:

Subject to the terms below, each of Cantel Medical (UK) Limited ("Cantel UK") and Cantel (UK) Limited ("Cantel", and together with Cantel UK, the "Company") warrants that products manufactured by the Company (the "Products") will conform to the Company's written specifications (where applicable) and will be free from defects in material and workmanship under normal use and service for the following periods (the "Warranty Period"):

**Endoscope reprocessors and associated equipment, irrigation pumps, kiosks and servers, and medical equipment storage and transportation carts:** fifteen (15) months from date of shipment from the Company or one (1) year from the date of installation, whichever occurs first.

**Consumables, accessories, and Product service parts,** including, but not limited to, endoscope hook-ups, filters, printers, printer supplies, test strips, accessory bags, reusable surgical products, and service parts for Products: ninety (90) days from the date of installation or one hundred twenty (120) days from the date of shipment, whichever occurs first.

**Disposable products,** including, but not limited to, liner sets and surgical products (other than reusable surgical products): warranted for single use. The Warranty Period will not in any case exceed the expiration date on the Product label.

The Company warrants that services provided by the Company ("Services") will be performed with reasonable skill and care. The warranty period for Services is ninety (90) days from performance of service.

The warranty does not cover, and the Company will have no warranty obligation whatsoever with respect to, any damage to a Product caused by or associated with: (i) external causes, including, without limitation, accident, vandalism, natural disaster, acts-of-God, power failure or electric power surges, (ii) abuse, misuse or neglect of the Product by the customer or a third party or use of unauthorized third party filters or other consumables and accessories or chemistries that have not been validated by the Company, (iii) usage not in accordance with Product instructions, (iv) the customer's failure to perform required preventive maintenance, or (v) servicing or repair not authorized by the Company.

#### Products Not Manufactured by the Company:

In relation to any products sold, but not manufactured, by the Company ("Supplied Products"), the Company gives to the customer a warranty for those Supplied Products under the same terms and subject to the same conditions as the warranty given by the manufacturer of such Supplied Products to the Company (the "Manufacturer's Warranty"), provided that the warranty period in relation to such warranty will be the shorter of (i) the warranty period of the Manufacturer's Warranty and (ii) the Warranty Period set out above with respect to the equivalent Products manufactured by the Company. THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SUPPLIED PRODUCT.

#### **Limitation of Remedy**

The Company's SOLE LIABILITY under the warranty for Products will be, at the Company's option, to either repair or replace the defective Product(s) or refund or credit the purchase price. The Company's SOLE LIABILITY under the warranty for Services will be, at the Company's option, to either re-perform the Services with reasonable skill and care or refund or credit the price paid for such Services. This will be customer's exclusive remedy for a breach by the Company of the above warranties.

In order to recover under the warranty, the customer must notify the Company of the defect (describing the problem in reasonable detail) prior to the expiration of the Warranty Period and within ten (10) days of delivery where the defect is discoverable on a visual inspection and thirty (30) days of discovery of the defect in all other cases. Upon receiving the Company's official "Returned Material Authorization" (RMA), the customer must promptly return the defective Product to the Company (or the service center indicated on the RMA), freight and insurance prepaid. The Company will not be responsible for any damage during shipment.

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The Company's SOLE LIABILITY under the warranty for Supplied Products will be, at the Company's option, to either repair or replace the defective Supplied Product(s) or refund or credit the purchase price. This will be customer's exclusive remedy for a breach by the Company of the above warranty for Supplied Products. In order to recover under the Supplied Products warranty, the customer must comply with the conditions set out in the Manufacturer's Warranty.

### Warranty Disclaimer

THE WARRANTY ABOVE IS THE COMPANY'S ENTIRE WARRANTY OBLIGATION TO THE PURCHASER OF PRODUCTS AND/OR SERVICES. THE COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE, AND THE COMPANY DOES NOT REPRESENT OR WARRANT THAT ANY PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS.

TO THE EXTENT PERMITTED BY LAW, THE COMPANY WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING OUT OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, FORESEEABLE BUSINESS LOSSES, LOSS OF PROFITS AND RELIANCE DAMAGES.

This Limited Warranty gives the customer of Products and/or Services specific legal rights, and customers may also have other rights which vary from jurisdiction to jurisdiction.

Provided as set out below, in no event will the Company's liability exceed the original purchase price of the covered Product or Services.

No representative or agent of the Company has any authority to bind the Company to any other representation or warranty with respect to the Products or Services, and the customer accepts the Products and/or Services subject to all of the terms above.

NOTHING IN THIS WARRANTY WILL LIMIT OR EXCLUDE THE COMPANY'S LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; (III) BREACH OF SECTION 12 OF THE SALE OF GOODS ACT 1979; OR (IV) ANY OTHER MATTER IN RESPECT OF WHICH LIABILITY CANNOT LAWFULLY BE LIMITED OR EXCLUDED.