

NEW PRODUCT LIMITED WARRANTY

Limited Warranty

Company Products:

Subject to the terms below, MEDIVATORS Inc. (the "Company") warrants that its products and services (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: 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, 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: warranted for single use. The Warranty Period will not in any case exceed the expiration date on the Product label.

Service: 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.

Non-Company Products:

Any Products not manufactured by the Company will carry the original manufacturer's warranty, copies of which are available on request. Unless otherwise advised, the Company will permit the customer to submit warranty claims regarding such Products to the Company, which will then proceed against the original manufacturer on behalf of the customer in accordance with such manufacturer's warranty policy. However, the Company takes no responsibility for enforcing such warranty. THE COMPANY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT NOT MANUFACTURED BY THE COMPANY.

Limitation of Remedy

The Company's SOLE LIABILITY under the warranty will be, at the Company's option, to either repair or replace the defective Product(s) or refund or credit the purchase price. This will be customer's exclusive remedy for a covered defect.

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 thirty (30) days of discovery of the defect. 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.

Warranty Disclaimer

THE WARRANTY ABOVE IS THE COMPANY'S ENTIRE WARRANTY OBLIGATION TO THE PURCHASER OF PRODUCTS. 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
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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 New Product Limited Warranty gives the customer of Products specific legal rights, and customers may also have other rights which vary from jurisdiction to jurisdiction.

In no event will the Company's liability exceed the original purchase price of the covered Product.

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, and the customer accepts the Products subject to all of the terms above.