

# BUYER'S STANDARD LIMITED WARRANTY

## Warranty for DDU-100 Defibrillator

Defibtech, L.L.C. warrants that the DDU-100 defibrillator purchased by Buyer, if (i) defibrillator is purchased new from Defibtech, L.L.C. or a Defibtech, L.L.C. authorized distributor, and (ii) used in accordance with the label claims and instructions for use, and (iii) properly serviced, as required (which service is performed by Defibtech, L.L.C. or by Defibtech, L.L.C.'s authorized service representative), shall substantially conform to material specifications published by Defibtech, L.L.C. for such DDU-100 defibrillator and shall be substantially free from defects in material and workmanship for five (5) years from the date of shipment.

## Warranty for Software

Defibtech, L.L.C. warrants that for a period of sixty (60) days after the date of shipment the media on which software copies are contained shall be free from defects in material and workmanship under normal use and condition.

## Warranty for other Products

For all other Products, Defibtech, L.L.C. warrants that such Products purchased by Buyer, if (i) Products are purchased new from Defibtech, L.L.C. or a Defibtech, L.L.C. authorized distributor, and (ii) used in accordance with the label claims and instructions for use, and (iii) properly serviced, as required (which service is performed by Defibtech, L.L.C. or by Defibtech, L.L.C.'s authorized service representative), shall substantially conform to material specifications published by Defibtech, L.L.C. for such Products and shall be substantially free from defects in material and workmanship for twelve (12) months from the date of shipment.

## Limitations and Remedies

Defibtech, L.L.C. makes no warranty (express, implied, or statutory) for Products that are modified or subjected to unusual physical or electrical stress, misuse, neglect, alteration,

improper installation, repair or improper testing.

Buyer's exclusive remedy and Defibtech, L.L.C.'s sole liability for breach of the foregoing warranty is as follows: If any Product purchased by Buyer from Defibtech, L.L.C. fails to conform to the warranty set forth above, at Defibtech, L.L.C.'s sole election (which election shall be made within thirty (30) days after Defibtech, L.L.C. receives the Product in question), (i) with respect to Units and Accessories, to (a) repair the Product, or (b) replace the Product with the closest similar product available at the time, or (c) issue a credit to Buyer for the net amount actually paid for any such Product, which credit may be used solely to purchase Products from Defibtech, L.L.C., and (ii) with respect to software copies, to replace the defective media or to credit Buyer's account for the net amount actually paid for such software copies; provided that (a) Buyer notifies Defibtech, L.L.C. in a timely manner in writing that such Product failed to conform and furnishes a detailed explanation of any alleged nonconformity; (b) such Product is returned to Defibtech, L.L.C. by Buyer F.O.B. Defibtech, L.L.C.'s shipping dock, or as otherwise designated by Defibtech, L.L.C., during the warranty period; and (c) Defibtech, L.L.C. is reasonably satisfied that claimed nonconformities actually exist and were not caused by unusual physical or electrical stress, abuse or misuse, neglect, alteration, improper installation, attempted repair by a person not authorized by Defibtech, L.L.C., repossession, use of the Products as Demo Units, use of non-Defibtech, L.L.C. parts and accessories with respect to the Products, repair or improper testing. In no event shall Defibtech, L.L.C. be liable for any special, consequential, incidental or punitive damages for breach of this warranty. Except as provided herein, Buyer shall not have the right to return Products to Defibtech, L.L.C. without Defibtech, L.L.C.'s prior consent and without having obtained a Returned Goods Authorization number from Defibtech, L.L.C..