

## LIMITED PRODUCT WARRANTY MEDIX

Medix I.C.S.A, a division of Natus ("Medix") warrants to the initial Purchaser ("Purchaser") that each new Warranted Product, as defined below, purchased hereunder will be free from defects in workmanship and materials for a period of one year ("Warranty Period") from the date of its initial shipment to Purchaser.

**Warranted Product** is defined as the Neonatal Incubators, Open Warmers and Phototherapy Lights.

Sensors, thermistors, transducers and oxovoltic cells are warranted to be free of defects in workmanship or materials for a period of ninety (90) days from the date of shipment to Purchaser.

Third party and disposable products such as lamps, consumables, electrodes, filters, patient circuit and plastic hoses are warranted to be free of defects in workmanship or materials appearing upon first use and reported to Medix within ninety (90) days from the date of shipment to Purchaser.

Medix's only obligations under this limited warranty are limited to repair or replacement, at Medix's option and election, of any Warranted Product (or part thereof) that Medix reasonably determines to be covered by this limited warranty. Repair or replacement of Products under this limited warranty does not extend the Warranty Period.

To request repair or replacement under this limited warranty, Purchasers outside Buenos Aires, Argentina should contact the Medix Authorized Distributor from whom the Product was purchased. Purchasers in Buenos Aires should contact Medix Technical Services at Marcos Sastre 1675 (B1618EWC), El Talar, Tigre, Buenos Aires, Argentina; Tel: +54 11 5354 3777, website [www.medix.com.ar](http://www.medix.com.ar). If, on the basis of the information provided by Purchaser, Medix reasonably believes that the Warranted Product is covered by this limited warranty, Medix will authorize Purchaser to return the Warranted Product (or part thereof) to Medix or its authorized service center. Medix shall determine whether to repair or replace Products and parts covered by this warranty with either new or refurbished Products or parts that meet current Medix specifications. All Warranted Products or parts replaced shall become the property of Medix. In the course of warranty service, Medix may, but shall not be required to, make engineering improvements to the Warranted Product or part thereof.

### **Shipping Procedures**

If Medix reasonably determines that a repair or replacement is covered by the warranty, Medix shall bear the costs of shipping the loaner Product or part and the repaired or replacement Product or part to the Purchaser. All other shipping costs shall be borne by Purchaser. Risk of loss or damage during shipments under this warranty shall be borne by the party shipping the Product.

Products shipped by the Purchaser under this warranty shall be suitably packaged to protect the Product. If Purchaser ships a product to Medix in unsuitable packaging, any physical damage present in the Product on receipt and inspection by Medix (and not previously reported) will be presumed to have occurred in transit and will be the responsibility of the Purchaser.

### **Exclusions**

This warranty does not extend to any Warranted Products or parts thereof: (a) that have been subject to misuse, neglect or accident, (b) that have been damaged by causes external to the Warranted Product, including by but not limited to failure of or faulty electrical power, (c) that have been used in violation of Medix's instructions for use, (d) that have been attached to any accessory or attachment that has not been subject to Medix's control over quality of materials and design, (e) on which the serial number has been removed or made illegible, or (f) that have been modified by anyone other than Medix or its authorized service center, unless authorized prior to such service by Medix.

**THIS WARRANTY, TOGETHER WITH ANY OTHER EXPRESS WRITTEN WARRANTY THAT MAY BE ISSUED BY MEDIX, IS THE SOLE AND EXCLUSIVE WARRANTY AS TO MEDIX'S PRODUCTS, EXTENDS ONLY TO THE INITIAL PURCHASER AND IS EXPRESSLY IN LIEU OF ANY OTHER ORAL OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MEDIX SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) DIRECTLY ARISING FROM THE SALE, INABILITY TO SELL, USE OR LOSS OF USE OF ANY**