



Arjo Inc.

Standard Warranty Statement for Patient Handling, Hygiene and Disinfection Equipment

Arjo Inc., warrants to the purchaser that its products are free from manufacturer defects in material and workmanship, and that each piece of equipment will be in good working order and will conform to Arjo's published specifications.

GENERAL WARRANTY

Arjo warrants to the original purchaser that its products and replacement parts shall be free from defect in material and workmanship for a period of one (1) year from date of installation or sixty (60) days after shipment, whichever comes first. Arjo's obligation under this warranty is expressly limited to supplying replacement parts and/or service for, or replacing, at its option, any product which is, in the sole discretion of Arjo found defective.

Bathing systems have a two (2) year warranty from date of installation or 60 days after shipment, whichever comes first.

EXTENDED COVERAGE

Labor is not included in extended coverage. The Maxi Sky 2, Maxi Sky 600 and Maxi Sky 1000 Ceiling Lift Systems will be warranted for one (1) year from the date of installation to be free from manufacturer's defect of the cassette. Maxi Sky 440 Portable cassette is warranted for one (1) year. Maxi Sky Track is warranted against manufacturer's defect for the life of the installation. Maxi Sky Track Installation is warranted against defect in workmanship for the life of the installation.

The metal frame and/or structure on all Arjo patient lifts are warranted to be free of manufacturer's defects for five (5) years from the date of shipment. This warranty coverage includes chassis, mast tubing, jib, metal handles, metal lifting arm, spreader bars, metal attachments, and all metal welds. Coverage includes replacement parts, shipping of parts, and any required installation labor. This warranty does not cover any moving parts, polyurethane covers, corrosion, or damage due to abuse or neglect.

REPLACEMENT PARTS

Parts replaced under the initial Equipment warranty period will be warranted for the remainder of the original equipment warranty period. All replacement parts purchased after the initial warranty period will be warranted for ninety (90) days from the date of invoice. Warranty coverage does not include failure due to improper installation by personnel other than Arjo authorized personnel. All defective parts must be returned within sixty (60) days to Arjo at customer's expense, and via the Arjo return authorization policy to receive warranty credit.

The exchange component may be new, remanufactured, reconditioned, repaired or rebuilt, but will be equivalent to new in performance.

SERVICES NOT COVERED DURING WARRANTY PERIOD:

The following services are not covered under this warranty:

- Repair of equipment damage, replacement of parts or increase in service time caused by purchaser's failure to provide continually a suitable environment as prescribed by Arjo, or by improper storage of the equipment.
- Purchaser's failure to perform routine or preventive maintenance, as outlined in the Arjo Equipment Preventative Maintenance Manual.
- Improper usage of the equipment, including purposes other than which it was designed.
- Any damage to any equipment caused by the use of liquids other than Arjo's approved brands (i.e. Cen Care II shampoo, Cen Sol bath oil, Cen Kleen disinfectant, Arjo Sound, hydraulic fluid, etc.) that are not compatible with Arjo's equipment.
- Accident or disaster, including but not limited to, fire, water, wind and lightning; vandalism or burglary. Alterations or modifications made to Arjo equipment design.
- Attachments, including any interconnection to the equipment of non-Arjo products or devices not provided under an Arjo maintenance agreement.
- Installation, maintenance, or repair of the equipment performed by anyone other than Arjo or a service provider authorized by Arjo.
- Nicks, dents, scrapes, scratches, or other cosmetic defects, however caused.
- Work provided by any outside service provider, not supplied by Arjo will void the warranty.

EXCLUSIONS

The warranties under this agreement are in lieu of any conflicting statement of limited warranty included with an equipment shipment. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED,



INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF REMEDIES

The extent of the liability of Arjo for breach of warranty is limited to the repair or correction of defects, the replacement (with a similar item free from the defect in question) of any equipment which is defective, or the issuance of a credit not to exceed the amount of the original purchase price of the specified product or service which gives rise to the claim, at the option of Arjo. Such repair, replacement or credit shall be the purchaser's exclusive remedy for breach of warranty.

LIMITATION OF LIABILITY

Arjo's liability for damages to the purchaser for any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to the purchase price stated in the applicable contract for the specific equipment that caused the damages or that are the subject matter of, or are directly related to, the cause of action. The foregoing limitation of liability will not apply to claims of personal injury caused by Arjo's negligence.

In no event, whether as a result of breach of contract, warranty, tort (including negligence) or otherwise, shall Arjo, or its suppliers be liable for any consequential or incidental damages including, but not limited to, loss of profits or revenues, loss of use of any products or any associated equipment, damage to products or equipment, cost of capital, cost of substitute products, facilities, service or replacement service, downtime costs, or claims of the purchaser's own customers for such damages.

GENERAL

The warranty provided herein and the obligations of Arjo there under shall not be extended, altered or varied except by a written instrument signed by Arjo and the purchaser.