

## VIDACARE WARRANTY

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**DISCLAIMER OF ALL OTHER WARRANTIES:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTY GIVEN HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY. VIDACARE HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED, STATUTORY OR IMPLIED, APPLICABLE TO THE PRODUCT, INCLUDING, BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR SUITABILITY. IF THE DISCLAIMER OF ANY IMPLIED WARRANTY IS NOT PERMITTED BY LAW, THE DURATION OF ANY SUCH IMPLIED WARRANTY IS LIMITED TO NINETY (90) DAYS FROM THE DATE OF ORIGINAL PURCHASE.

**LIMITED REMEDY:** To obtain warranty service, Purchaser must return such nonconforming Product to Vidacare or Vidacare’s authorized distributor, reseller or agent from whom Purchaser acquired the product (“**Seller**”) during the applicable Warranty Period, provided, however that Purchaser shall first give prompt written notice to Seller, at which time Seller shall issue a Return Material Authorization (“RMA”) number for the defective product. Purchaser must obtain Seller’s authorization before returning the product, properly repackaged, freight pre-paid to Seller. Products sent to Seller for warranty replacement without a valid RMA number displayed on the outside of the shipping container shall be returned to Purchaser at Purchaser’s expense. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS NOTICE, THE REPLACEMENT OF THE NONCONFORMING PRODUCTS BY VIDACARE AS PROVIDED HEREIN UNDER SHALL BE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR A FAILURE OF A PRODUCT TO CONFORM TO THE WARRANTY SET FORTH ABOVE.

**LIMITATION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VIDACARE BE LIABLE TO PURCHASER OR ANY OTHER THIRD PARTY IN ANY MANNER FOR ANY SPECIAL, NON-COMPENSATORY, CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, LOST SALES, LOST REVENUE OR LOSS OF USE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF VIDACARE HAS BEEN INFORMED OF OR IS AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VIDACARE’S LIABILITY ARISING OUT OF THE PRODUCT OR ITS USE OR DISPOSITION, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE ACTUAL PRICE PAID BY PURCHASER FOR SUCH PRODUCT. PURCHASER ACCEPTS THESE LIMITATIONS OF LIABILITY CONTAINED HEREIN AS PART OF A BARGAIN WITH RESPECT TO THE PRICING OF THE PRODUCTS AND UNDERSTANDS THAT THE PRICING WOULD LIKELY BE HIGHER IF VIDACARE WERE REQUIRED TO BEAR LIABILITY IN EXCESS OF THAT STATED HEREIN.

**MISCELLANEOUS:** No other parties, including without limitation, Vidacare’s authorized distributors, resellers or agents, are authorized to provide any additional warranties for the products or expand or alter the limited warranty contained herein. If any provision of this warranty statement is held to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this warranty statement will otherwise remain in full force and effect and enforceable.