

VIDACARE LIMITED EXPRESS WARRANTY AND DISCLAIMERS

(1) Warranty. Vidacare warrants to the original purchaser of the new products only (“Purchaser”) that during the applicable warranty period: (a) the hardware Products will conform with Vidacare’s written product specifications for such Products in all material respects for the shorter of (i) one year after shipment to Purchaser or (ii) the number of uses of such hardware Product as are specified by Vidacare, and (b) the Disposables will conform with Vidacare’s written product specifications for such Products in all material respects until the expiration date designated therefore on such Disposables (collectively, the “Warranty Period”). The foregoing warranty shall not apply if the Products have been subjected to physical abuse, misuse, abnormal use, use not consistent with Vidacare’s published directions and instructions for use, fraud, tampering, unusual physical stress, negligence or accidents. **(2) Limited Remedy; Warranty Procedure.** If a Product fails to conform to the warranty set forth under Section (1) above, Vidacare agrees to, in its discretion, repair, replace or refund the purchase price to Purchaser for the nonconforming Product. If a Product fails to conform to the warranty set forth under Section (1), Purchaser shall return the nonconforming Product to Vidacare during the applicable Warranty Period, at Purchaser’s expense; provided, however that Purchaser shall first give prompt written notice to Vidacare, at which time Vidacare shall issue a Return Material Authorization (“RMA”) number for the nonconforming Product. Products sent to Vidacare for warranty replacement without a valid RMA number displayed on the outside of the shipping container may, in Vidacare’s discretion, be returned to Purchaser at Purchaser’s expense. If a Product is returned in compliance with the foregoing requirements, Vidacare shall repair or replace the returned Product as soon as reasonably practicable at no additional cost to Purchaser if Vidacare has previously received payment for the returned Product or, at Vidacare’s discretion, refund the purchase price. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS WARRANTY, THE REMEDIES PROVIDED UNDER THIS SECTION (1) SHALL BE PURCHASER’S SOLE AND EXCLUSIVE REMEDY FOR A FAILURE OF A PRODUCT TO CONFORM TO THE WARRANTY SET FORTH UNDER SECTION (1) ABOVE.** **(3) Warranty Disclaimers.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTY SET FORTH IN SECTION (1) IS THE SOLE AND EXCLUSIVE WARRANTY AND GIVEN IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE 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 APPLICABLE LAW, THE DURATION AND SCOPE OF SUCH WARRANTY IS LIMITED TO NINETY (90) DAYS FROM THE DATE OF ORIGINAL PURCHASE. OTHER THAN AS WARRANTED UNDER SECTION (1), THE PRODUCTS ARE PROVIDED “AS IS.” THE PRODUCTS ARE DESIGNED FOR USE SOLELY BY TRAINED AND LICENSED MEDICAL PERSONNEL USING REASONABLE MEDICAL DISCRETION IN EMERGENCY MEDICAL SITUATIONS OR MEDICALLY NECESSARY SITUATIONS. VIDACARE DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO THE PRODUCTS ARISING FROM ANY USE OF THE PRODUCTS THAT IS NOT CONSISTENT WITH VIDACARE’S PUBLISHED DIRECTIONS AND INSTRUCTIONS FOR USE. **(4) Limitation of Liability.** IN NO EVENT SHALL VIDACARE BE LIABLE TO PURCHASER, ANY CUSTOMER 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. VIDACARE’S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS SHALL BE LIMITED TO THE SUM OF THE AMOUNTS PAID TO REPRESENTATIVE BY VIDACARE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO A CLAIM AGAINST VIDACARE.

VIDACARE® POWER DRIVER

DESCRIPTION: The Vidacare Power Driver is a sealed, hand-held, lithium-battery powered medical drill. Power Drivers are capable of producing 1000 human insertions. Driver battery life expectancy may be dependent on actual usage (*bone density & average insertion time*), storage and frequency of testing. The Power Driver is intended for the rapid insertion of a single lumen intraosseous needle set into human bone.

STORAGE: The Power Driver and accessories may be stored at temperatures between -20°C to 50°C (-4° to 122°F).

CLEANING AND DISINFECTION OF THE VIDACARE® POWER DRIVER

1. BSI precautions.
2. Wipe entire exterior surface of Power Driver with soft, clean moistened cloth. Use soft bristled brush to remove any visible soil.
3. Spray exterior surface of Power Driver with the antimicrobial commonly used by your institution, making sure to follow the antimicrobial manufacturer’s recommendations.
4. Gently wipe exterior surfaces with gauze pads until visible debris is removed.
5. Clean and manipulate trigger using cloth moistened with anti-microbial solution.
6. Using sterile swabs, moisten with anti-microbial solution, gently clean inside opening around metal drive shaft.
7. After cleaning, inspect to ensure no visible debris remains, and no damage has occurred.
8. Dry driver with a soft, clean cloth and return to appropriate location.

Do not immerse or use excessive amount of liquid when performing cleaning and disinfecting.

In the unlikely event of a driver failure, remove the Power Driver, grasp the needle set by hand and advance the needle set into the medullary space while twisting the needle set.

© 10/2009, Vidacare Corporation, all rights reserved. Vidacare, Product System and EZ-Connect® are trademarks of the Vidacare Corporation.

Rx
ONLY

CAUTION: Federal (U.S.A.) law restricts this device to sale by or on the order of a physician.

DRIVE SHAFT

TRIGGER

BODY

SEALED CAP



CE

0086

EC REP

Emerge Europe
Molenstraat 15
2513 BM, The Hague
The Netherlands

vidacare®

4350 Lockhill Selma Road, Suite 150, Shavano Park, Texas 78249, U.S.A.
(866) 479 8500 Vidacare.com