



UPS Warranty

Acumentrics warrants the equipment, when properly applied and operated within specified conditions, against faulty materials or workmanship for a period of one (1) year from the date of original manufacture. For equipment sites within the United States and Canada, this warranty covers repair or replacement of defective equipment at the discretion of Acumentrics. Repair will be from Acumentrics' factory. Replacement parts and warranty labor will be borne by Acumentrics. For equipment located outside of the United States and Canada, Acumentrics only covers faulty parts. Equipment repaired or replaced pursuant to this warranty shall be warranted for the non-expired portion of the warranty applying to the original equipment. The warranty shall be void if (a) the equipment is damaged by Buyer, is improperly used, is subjected to an adverse operating environment, or is operated outside the limits of its electrical specifications; (b) the equipment is repaired or modified by anyone other than Acumentrics approved personnel; or (c) has been used in a manner contrary to its operating manual or other written instruction. When an alarmed failure or field-test suggest that equipment may be faulty, whether in or out of the warranty period, a full report of the difficulty should be telephoned to the Acumentrics Customer Service Department. Upon receipt of this report, the Service Department will provide the assistance required to repair or replace the equipment.

Acumentrics will not be liable for any associated costs incurred by the user, installing contractor, or wholesaler as a direct or indirect result of failure or in the replacement of defective, in-warranty equipment, unless Acumentrics grants prior approval. Unauthorized returns of equipment for in-warranty repairs will be subject to an inspection and handling charge of \$50 plus any repair and all transportation charges. Buyer must obtain return/replacement authorization from the Customer Service Department and indicate the Return Authorization Number that will be provided on the outside of the return packaging materials. Buyer is responsible for shipping charges, shipping insurance, and packaging the equipment securely to avoid shipping damage, using the original packaging. If this packaging is no longer available, Buyer shall contact the Customer Service Department for instructions prior to returning equipment. Any technical advice furnished before or after delivery in regard to use or application of equipment is furnished on the basis that it represents Acumentrics' best judgment under the circumstances, but it is used at Buyer's sole risk.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF ACUMENTRICS.

The sole and exclusive remedy for breach of any warranty, express or implied, and the only obligation of Acumentrics thereunder, shall be the repair or replacement of defective equipment or, at Acumentrics' option, refund of the purchase price or substitution with a new replacement product. Acumentrics shall in no way be responsible for any consequential damages, of any kind or nature whatsoever, resulting from the breach of any warranty, express or implied.

Life Support Use Information

Life Support Policy

As a general policy, Acumentrics Corporation does not recommend the use of any of its products in life support applications where failure or malfunction of the Acumentrics product can be reasonably expected to cause failure of the life support device or to significantly effect its safety or effectiveness. Acumentrics does not recommend the use of any of its products in direct patient care. Acumentrics will not knowingly sell its products for use in such applications unless it receives in writing assurances satisfactory to Acumentrics that (a) the risks of injury or damage have been minimized, (b) the customer assumes all such risks, and (c) the liability of Acumentrics is adequately protected under the circumstances.

Examples of devices considered to be life support devices are neonatal oxygen analyzers, nerve stimulators (whether used for anesthesia, pain relief, or other purposes), auto transfusion devices, blood pumps, defibrillators, arrhythmia detectors and alarms, pace makers, hemodialysis systems, peritoneal dialysis systems, neonatal ventilator incubators, ventilators for both adults and infants, anesthesia ventilators, and infusion pumps as well as any other devices designated as "critical" by the U.S. FDA.