

3-Year Commercial Warranty (180927)

AVACEN Medical ("AVACEN") warrants to the initial purchaser ("Purchaser") that each certified AVACEN device ("Product") shipped from AVACEN will be free from defects in materials and workmanship under normal use for a period of 36 months from the date of its initial shipment to the Purchaser, or such Extended Warranty period purchased by Purchaser, from the date of initial shipment ("Warranty"). Repair or replacement of products (or parts thereof) under this Warranty does not extend the Warranty period. Coverage is valid for 36 months. Use without the AVACEN Mitt will void the warranty.

The obligations of AVACEN under this Warranty shall be limited to express shipping replacement of any Defective Product (or part thereof) under Warranty that Purchaser reasonably determines to be covered by this Warranty to be defective in workmanship or materials.

Under this Warranty Purchaser MUST request a Replacement Product by calling AVACEN at (888) 4-AVACEN (888-428-2236) and select "Customer Service" or email: support@AVACEN.com.

Upon receipt by Purchaser of the Replacement Product, Purchaser shall, within 3 business days, ship the Defective Product back to AVACEN using the prepaid return shipping label included with the Replacement Product.

Products returned to AVACEN by the Purchaser under this Warranty shall be suitably packaged using Replacement Product shipping materials to protect the product. If the Purchaser ships a product to AVACEN in unsuitable packaging, any physical damage in the product upon receipt by AVACEN (and not previously reported) will be presumed to have occurred in transit and will be the responsibility of the Purchaser. Risk of loss or damage during shipment under this Warranty shall be borne by the party shipping the product.

The number of Replacement Products under this warranty or any extended warranty is limited to 2 vacuum chamber inserts (VCIs) or 2 AVACEN devices during any 12 month period.

This Warranty shall be invalid if the warranted products (or parts thereof) have been subject to misuse, neglect, or accident; have been damaged by causes external to the warranted product; have been affixed to any nonstandard accessory attachment; have had the serial number removed or made illegible; or have been disassembled, modified, serviced, or reassembled by anyone other than AVACEN, unless authorized by AVACEN.

Purchaser agrees to indemnify AVACEN for all costs to necessary to correct any damage to the returned Defective Product not covered by this warranty including, but not limited to, those identified as invalidating this warranty.

AVACEN will not be responsible for the effect on safety, reliability, and performance of the product if:

a) assembly, extensions, readjustments, modifications, or repairs are carried out by anyone other than AVACEN or persons authorized to perform repair service on AVACEN's behalf; or b) the electrical installation does not comply with the requirements of the applicable national and international standards, including requirements of the IEC; or c) the product is not used in accordance with AVACEN's instructions for use.

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

DISCLAIMER OF WARRANTIES

AVACEN devices are used in extremely variable environments, ancillary equipment connections and physical conditions. The devices may fail to function for a variety of causes, including but not limited to the physical condition of the person or the failure of the device or ancillary equipment by breakage. In addition, despite the exercise of all due care in the design, component selection, manufacture and testing prior to sale, the devices can be damaged, before, during or after use by improper handling or other intervening acts. Consequentially, no warranty is made that failure or cessation of the function of the device will not occur or that physical complications will not follow the use of the device.