

Samaritan® PAD Limited Warranty

COVERAGE

We provide to the original end user a limited warranty that HeartSine® Samaritan® PAD Public Access Defibrillator products (Model 300; 300P) that are purchased from an authorized HeartSine Technologies, Inc. distributor shall be substantially free from defects in material and workmanship. This limited warranty may not be assigned or transferred.

LENGTH OF WARRANTY

We warrant the Samaritan® products for a period of seven years from the date of sale to the original end user. Products with an expiration date are warranted until the expiration date.

WARRANTY LIMITATIONS

This limited warranty does not cover defects or damages of any sort resulting from, but not limited to, accidents, damage while in transit to our service location, alterations, unauthorized service, unauthorized product case opening, failure to follow instructions, improper use, abuse, neglect, fire, flood, war or acts of God. We do not warrant your Samaritan® PAD product to be compatible with any other medical device.

VOID WARRANTY

Your Samaritan® product is serviced or repaired by any person or entity we have not specifically authorized; Your Samaritan® product case is opened by unauthorized personnel or if a product is not used in accordance with the Instructions for use and the Indications for Use; Your Samaritan® product is used in conjunction with incompatible parts or accessories, including, but not limited to batteries. Parts and accessories are not compatible if they are not Samaritan® products or the functional equivalent.

WARRANTY REGISTRATION AND WARRANTY SERVICE

To qualify for this limited warranty, the original end user must send the completed Warranty Validation Card within 30 days of original purchase to HeartSine Technologies, Inc., 105 Terry Drive, Newtown, PA 18940. Warranty card is available on line as a PDF file, which can be printed out and faxed to HeartSine at (215) 860-8192. To obtain warranty service for your Samaritan® PAD, contact your local HeartSine Distributor or call us toll free at (866) HRT-SINE. A technical representative will attempt to resolve your issue over the phone. If necessary, and at our sole discretion, we will arrange to provide service or a replacement samaritan® PAD unit. All returns to HeartSine Technologies, Inc require a return materials authorization (RMA) available from a technical service representative. Shipments to HeartSine Technologies without an RMA will not be accepted.



Samaritan® PAD Limited Warranty (con't)

HEARTSINE TECHNOLOGIES, INC - WARRANTY POLICY

If your Samaritan® product contains defects in material or workmanship, and it is returned within 30 days of the date on which it was purchased, at the direction of a technical service representative, we will replace it with a new product of equal value at no charge to you, provided the warranty applies.

If your Samaritan® product contains defects in material or workmanship and it is returned, at the direction of a technical service representative, after 30 days but within the warranty period, we, at our sole discretion, will repair your product or replace it with a new or reconditioned product of the same or similar design. The repaired or reconditioned product will be warranted subject to the terms and conditions of this limited warranty for either (a) 90 days or (b) the remainder of the original warranty period, whichever is longer, provided the warranty applies and the warranty period has not expired.

OBLIGATIONS AND WARRANTY LIMITS

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND SPECIFICALLY EXCLUDES AND REPLACES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

NO PERSON (INCLUDING ANY AGENT, DEALER, OR REPRESENTATIVE OF HEARTSINE TECHNOLOGIES, INC.) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING SAMARITAN® PRODUCTS, EXCEPT TO REFER TO THIS LIMITED WARRANTY.

YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE AS SPECIFIED ABOVE. HEARTSINE TECHNOLOGIES, INC. SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, EXEMPLARY DAMAGES, COMMERCIAL LOSS FROM ANY CAUSE, BUSINESS INTERRUPTION OF ANY NATURE, LOSS OF PROFITS OR PERSONAL INJURY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, HOWEVER OCCASIONED, WHETHER BY NEGLIGENCE OR OTHERWISE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.