

Welch Allyn® AED Five-Year Limited Warranty

Welch Allyn, Inc. warrants that the AED 10™ and AED 20™ automated external defibrillators (the Products) meet the labeled specifications of the Products and will be free from defects in materials and workmanship that occur within 5 years after the date of purchase, except that: 1) batteries, battery chargers, and the display screens in the Products are warranted for 1 year after the date of purchase, and 2) disposable accessories used with the Products, such as electrodes and cables, are warranted for 90 days after the date of purchase.

The date of purchase is: 1) the date specified in our records, if you purchased the Product directly from us, 2) the date specified in the warranty registration card that we ask you to send to us, or 3) if you don't return the warranty registration card, 30 days after the date on which the Product was sold to the dealer from whom you bought the Product, as documented in our records.

This warranty does not cover damage caused by: 1) handling during shipping, 2) use or maintenance contrary to labeled instructions, 3) alteration or repair by anyone not authorized by Welch Allyn, and 4) accidents.

If a Product or accessory covered by this warranty is determined to be defective and the warranty claim is made within the warranty period described above, Welch Allyn will, at its discretion, repair or replace the defective Product or accessory free of charge. If your Product requires repairs covered by this warranty, upon your request, Welch Allyn will loan to you, at no cost, a substitute Product for use until your repaired Product is returned. If your Product requires repairs not covered by this warranty, Welch Allyn will charge a reasonable fee to furnish you with a loaner Product pending return of your repaired Product.

Contact Welch Allyn customer service at the following address or phone number to obtain information on returning the Product and obtaining warranty service:

MRL, Inc. – A Welch Allyn Company
1000 Asbury Drive – Buffalo Grove, IL 60089
800.462.0777 – Toll Free
847.520.0300 – Direct
847.520.0303 – FAX

You must obtain an authorization from Welch Allyn to return your Product before you send it to Welch Allyn's designated service center for repair.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WELCH ALLYN'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT OF PRODUCTS CONTAINING A DEFECT. WELCH ALLYN IS NOT RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM A PRODUCT DEFECT COVERED BY THE WARRANTY.



Indemnification Against Defects
Welch Allyn® Automated External Defibrillators (AED-10 And AED-20)

Medical Research Laboratories, Inc. (MRL), a subsidiary of Welch Allyn, Inc. (Welch Allyn), provides the following indemnity to persons or legal entities that originally purchase or lease a Welch Allyn® AED (WA-AED) from MRL, Welch Allyn, or an authorized distributor appointed by MRL or Welch Allyn (the Purchaser).

MRL will, at its cost, defend, indemnify, and hold harmless the Purchaser from third-party claims or legal actions for liability or damages resulting from bodily injury or death caused by a mechanical or electrical failure of the Purchaser's WA-AED or the malfunction of the Purchaser's WA-AED due to a defect in its design or manufacture.

This indemnity does not extend to or cover any claim or legal action for liability or damages in connection with the use of the Purchaser's WA-AED to the extent caused by: 1) negligent operation of the WA-AED, or failure to follow the sequential operating instructions for use of the WA-AED, or 2) failures or malfunctions of the WA-AED that are due to improper maintenance, including without limitation, malfunctions of pads or batteries that occur after expiration of their shelf life or malfunctions of repairs, replacement parts, pads, or batteries that are not provided by MRL or Welch Allyn.

This indemnification is expressly conditioned on the Purchaser's fulfilling the following obligations with respect to any claim for which indemnification will be requested (the Claim). The Purchaser will send to MRL, at the address shown below, written notice of the Claim, promptly after the Purchaser obtains knowledge of the Claim. The Purchaser also will provide to MRL all assistance reasonably requested by MRL for evaluation of the Claim or defense of the Claim. Such assistance will include: 1) providing to MRL possession of the WA-AED involved in the Claim (including any electronic record created by the WA-AED of the event involved in the Claim) for analysis of the cause of any failure, and 2) providing to MRL and its counsel all other evidence relevant to the Claim, whether in the form of documents or testimony. MRL will promptly notify the Purchaser in writing if MRL determines that the Claim is not covered by this indemnity, and MRL shall have the unrestricted authority to defend or settle any Claims for which indemnification is required by this agreement. However, the Purchaser shall retain the right to participate, at its own expense, in the defense or settlement of any Claim that is covered by this indemnity.

Address for notification of Claims:

Medical Research Laboratories, Inc.
% Welch Allyn, Inc.
4341 State Street Road
Skaneateles Falls, NY 13153
Attn: General Counsel
Phone: 315-685-2500
Fax: 315-685-4496

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