

## LIMITED PRODUCT WARRANTY Neonatal Oxygen Hoods

Natus Medical Incorporated (“Natus”) warrants to the initial purchaser (“Purchaser”) that each new Warranted Product, as defined below, purchased hereunder will be free from Defects, as defined below, during the Warranty Period, as defined below.

**Warranted Product** is defined as: Natus OXYDOME™ I, OXYDOME™ II, OXYPOD™ I and OXYPOD™ II oxygen hoods.

**Defect** is defined as: Product defects in workmanship or materials appearing and reported to Natus within ninety (90) days from the date of shipment to Purchaser (“**Warranty Period**”).

Accessories packaged with any Product or sold by Natus in an accessory pack are included as Products, provided that this warranty on such accessory items shall apply only to defects appearing upon first use and reported to Natus within ninety (90) days from the date of shipment to Purchaser (“**Warranty Period**”).

Natus’ only obligation under this limited warranty is limited to replacement of any Warranted Product (or part thereof) that Natus reasonably determines to be covered by this limited warranty. Replacement of any Product under this limited warranty does not extend the Warranty Period.

To request replacement under this limited warranty, Purchasers outside the United States should contact, within the Warranty Period, the Natus Authorized Distributor from whom the Product was purchased. Purchasers in the United States should contact, within the Warranty Period, Natus Technical Services at 1501 Industrial Road, San Carlos, California, 94070, USA, telephone +1-888-496-2887 or +1-650-802-0400 or an authorized service provider, website [www.natus.com](http://www.natus.com). If, on the basis of the information provided by the Purchaser, Natus reasonably believes that the Warranty Period is covered by this limited warranty, Natus will authorize Purchaser to return the Warranted Product (or part thereof) to Natus or its authorized service center. If the Product is to be repaired rather than replaced, the Warranted Product will be repaired and returned to the Purchaser. Natus shall determine whether to replace Warranted Products and parts covered by this limited warranty and all Warranted Products or parts replaced shall become the property of Natus. In the course of warranty service, Natus may, but shall not be required to, make engineering improvements to the Warranted Product or part thereof.

### **Shipping Procedures**

If Natus determines that a Warranted Product will be replaced under this limited warranty, Natus shall bear the costs of shipping the replacement product to the Purchaser. All other shipping costs shall be paid by Purchaser. Risk of loss or damage during shipments under this limited warranty shall be borne by the party shipping the product.

Warranted Products shipped by the Purchaser under this limited warranty shall be suitably packaged to protect the Warranted Product. If Purchaser ships a Warranted Product to Natus in unsuitable packaging, any physical damage present in the Warranted Product on receipt and inspection by Natus (and not previously reported) will be presumed to have occurred in transit and will be the responsibility of the Purchaser.

### **Exclusions**

This limited product warranty does not extend to any Warranted Product or parts thereof: (a) that have been subject to misuse, neglect or accident, (b) that have been damaged by causes external to the Warranted Product, including by but not limited to failure of or faulty electrical power, (c) that have been used in violation of Natus’ instructions for use, (d) that have been attached to any accessory or attachment that has not been subject to Natus’ control over quality of materials and design, (e) on which the serial number has been



removed or made illegible, (f) that have been modified by anyone other than Natus or its authorized service center, unless authorized prior to such service by Natus.

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