

**LIMITED PRODUCT WARRANTY AND MANUFACTURER'S STATEMENT  
TERMS AND CONDITIONS FOR HEARING EQUIPMENT**

**Natus Bio-logic Brand Hearing Screening and Diagnostics:  
Navigator Pro, ABaer, AuDX, AuDX Pro, AuDX Pro II, AuDX Pro Plus and Scout**

***Terms and Scope:***

Natus' warranty covers all defects in material and workmanship in our product for a period of:

Twelve (12) months from the date of its initial shipment for the customer using the device.

This Warranty is to cover those items originally purchased from Natus and hereafter termed "Equipment/Parts". Natus provides telephone consultation on service problems, provides warranty for the product on all parts and labor for one year, and provides Software Updates\* of purchased Natus programs at no charge. Natus will replace or repair, as determined by Natus, all Equipment and Parts which fail to meet Natus' specifications, excluding peripherals (e.g. Probe microphones, tubing, AuDX/Scout Sport rechargeable batteries, electrodes, cartridges, cables, etc.) during the time in which this warranty is in effect.

Service and repairs under this Warranty DO NOT INCLUDE equipment/parts which fail as a result of:

- a. Customer negligence, misuse, abuse, lost, stolen, or damaged by accident.
- b. Loss of electrical power and/or power surges.
- c. Accident or external forces, such as theft or vandalism, fire, water, acts of GOD, etc...
- d. Unauthorized repairs or modifications by the Customer or a third party.
- e. Damage due to improper Customer packaging or damage due to fault of a carrier.
- f. Damage resulting from failure to follow instructions supplied with the product.
- g. Computer Viruses

***Return Material Authorization, Packaging, Shipment and Insurance:***

The Customer is to notify Natus of equipment problems and to have the Equipment available to Natus for inspection. If the Equipment is to be returned to Natus, the Customer must obtain a Return Material Authorization (RMA) number from Natus. The RMA number must be shown on the shipping documents and/or prominently displayed on the outside of the shipping container. Equipment returned to Natus under this Warranty must be packed to prevent damage in transit. Freight charges and insurance for shipment of equipment to Natus will be paid by Natus. Freight charges and insurance from Natus to the Customer will be paid by Natus. Method of shipment must be approved by Natus.

***Warranty and Limitation of Warranty and Remedies:***

**THIS WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NATUS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY PROBLEMS OR DELAYS IN PROVIDING SERVICE UNDER THIS WARRANTY.**

**THE CUSTOMER'S ONLY REMEDIES UNDER THIS WARRANTY ARE LIMITED TO SATISFACTORY REPAIR OR REPLACEMENT OF FAILED NATUS EQUIPMENT AS DETERMINED BY NATUS. IN NO EVENT SHALL NATUS' LIABILITY OF ANY KIND INCLUDE ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES TO THE CUSTOMER OR THIRD PARTIES, EVEN IF NATUS HAS KNOWLEDGE OF THE POSSIBILITY OF POTENTIAL DAMAGE OR LOSS.**

***Breach or Default:***

If the Customer does not make payments as required, if the Customer has the Equipment repaired by anyone not authorized by Natus, or if the Customer sells the Equipment, then Natus shall have the right to immediately terminate this Warranty. The Customer also agrees to pay any collection and attorneys' fees required to collect debts. The Customer may not assign its rights or obligations under this Warranty, except with the written consent of Natus.

\*Does not include hardware, peripherals, new or separately priced software products or 3rd party software which may or may not be required.