

WARRANTY AND GUARANTEE CONDITIONS NATUS EUROPE GMBH Neurophysiology, Neurology and Polysomnography Equipment and Accessories

Warranty and Guarantee conditions for Neurophysiology, Neurology and Polysomnography Equipment

NATUS EUROPE GmbH, a division of Natus, warrants to the initial purchaser ("Purchaser") that each new warranted product, shipped and purchased from Natus Europe will be free from defects in workmanship and materials for a specified period ("Warranty Period") of, twelve (12) months from the date of its initial shipment to purchaser, if the purchaser is the end user of the NATUS EUROPE device.

Included are also the system components related to the products such as, computers, LCD displays printers and trolleys.

There is a general warranty and guarantee exclusion for peripheral components such as batteries/rechargeable batteries, flash disks etc.. Natus Europe provides a general guarantee of 6 months for used products that have been purchased from Natus Europe.

NATUS EUROPE's only obligation under this warranty is limited to repair or replacement, at NATUS EUROPE's option and election, of any warranted product (or part thereof) that NATUS EUROPE reasonably determines to be covered by this warranty and to be defective in workmanship or materials. Repair or replacement of products under this warranty does not extend the warranty period.

Warranty and Guarantee conditions for Neurophysiology, Neurology and Polysomnography Accessories and Consumables

This warranty covers neurodiagnostic accessories for single or multiple use, produced by Natus and/or the subsidiaries of this company.

Natus shall assume a six month guarantee for single and multiple use accessories that have not been produced by NATUS but have been distributed by Natus and are included in the current price list, insofar as the original manufacturer has not offered a longer guarantee or warranty.

"Defects" in the sense of these conditions are processing and/or material faults that are noticed during the first use of the product and are reported to NATUS EUROPE within ninety (90) days following dispatch to the purchaser.

Process for claiming warranty

To request repair or replacement under this warranty, purchasers shall contact the local Natus subsidiary or the Natus authorized distributor from whom the product was purchased (refer to www.natus.com for contact information).

Buyers resident in the USA, Canada, Germany and France contact:

Buyers in the **USA and Canada** contact: XLTEK Technical Services in 2568 Bristol Circle, Oakville, Ontario, Canada L6H 5S1, Tel. 800-387-7516 or +905-829-5300-271.

Buyers in **Germany** contact: Natus Europe GmbH, Tel. +49 (0)180/501 55 44, E-Mail: service.europe@natus.com

Buyers in **France** contact: Deltamed Natus, Tel. +33 1 42 46 57 19, E-Mail: service.fr@natus.com

If, on the basis of the information provided by the purchaser, NATUS EUROPE reasonably believes that the defect is covered by this warranty, NATUS EUROPE will, in its sole discretion, authorize the purchaser to

return the Warranted Product (or part thereof) to NATUS EUROPE 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 EUROPE shall determine whether to repair or replace products and parts covered by this warranty with either new or refurbished Products or parts that meet current NATUS EUROPE specifications. All Products or parts replaced shall become the property of NATUS EUROPE. In the course of warranty service, NATUS EUROPE may, but shall not be required to, make engineering improvements to the warranted product or part thereof.

Shipping Procedures

If NATUS EUROPE reasonably determines, in its sole discretion, that a repair or replacement is covered by the warranty, NATUS EUROPE shall bear the costs of shipping the repaired or replacement product to the purchaser. All other shipping costs shall be paid by purchaser. Risk of loss or damage during shipments under this warranty shall be borne by the party shipping the Product.

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

Exclusions/liability

A general exclusion to any warranty/guarantee applies to the following cases:

- (a) The products/product components were damaged by the buyer by incorrect use through disregarding the instructions for use or in another way on purpose or through negligence.
- (b) Damages not caused by faulty products/product components, in particular but not limited to damages caused by electricity blackouts or faults in the electricity supply.
- (c) The serial number has been removed or rendered illegible.
- (d) The products/product components have been modified by persons other than employees of NATUS EUROPE or its authorized service centers, if no permission has been received from NATUS EUROPE prior to making the modifications. This guarantee is further limited to faults and/or material faults that are attributable to a fault or error in the system sold by NATUS EUROPE itself. Equipment connected to accessories or fixtures that have not undergone the NATUS quality controls are excluded from this guarantee.

THIS WARRANTY, TOGETHER WITH ANY OTHER EXPRESS WRITTEN WARRANTY THAT MAY BE ISSUED BY NATUS EUROPE, IS THE SOLE AND EXCLUSIVE WARRANTY AS TO NATUS EUROPE'S PRODUCTS, 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 EUROPE 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.