

## LIMITED PRODUCT WARRANTY XLTEK Neurology and Sleep Equipment

XLTEK, a Natus Company, warrants to the initial purchaser (“Purchaser”) that each new Warranted Product, as defined below, purchased hereunder 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.

The Warranted Product is defined as the:

**Stellate Harmonie**, Harmonie E, Harmonie S, Harmonie I/Vita ICU systems including computers, monitors, and Harmonie accessories including the device cart or rollstand, photic stimulator including control cable, Duo, eAmp 44/64/128, and Aria amplifiers, amplifier jackboxes and jackbox cable and patient event cable, supplied audio video hardware;

Peripherals such as electrodes, cartridges, disposable batteries, cables, flash disks, etc are not covered by this warranty.

XLTEK’s only obligation under this warranty is limited to repair or replacement, at XLTEK’s option and election, of any Warranted Product (or part thereof) that XLTEK 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.

To request repair or replacement under this warranty, Purchasers outside the United States and Canada should contact the Natus Authorized Distributor from whom the Product was purchased. Purchasers in the United States and Canada should contact XLTEK Technical Services at 2568 Bristol Circle, Oakville, Ontario, Canada L6H 5S1, telephone 800-387-7516 or +905-829-5300 extension 271, website [www.natus.com](http://www.natus.com). If, on the basis of the information provided by the Purchaser, XLTEK reasonably believes that the defect is covered by this warranty, XLTEK will authorize Purchaser to return the Warranted Product (or part thereof) to XLTEK 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. XLTEK 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 XLTEK specifications. All Products or parts replaced shall become the property of XLTEK. In the course of warranty service, XLTEK may, but shall not be required to, make engineering improvements to the Warranted Product or part thereof.

### **Shipping Procedures**

If XLTEK reasonably determines that a repair or replacement is covered by the warranty, XLTEK 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 XLTEK in unsuitable packaging, any physical damage present in the Product on receipt and inspection by XLTEK (and not previously reported) will be presumed to have occurred in transit and will be the responsibility of the Purchaser.

### **Exclusions**

This warranty does not extend to any Warranted Products 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 XLTEK’s instructions for use, (d) on which the serial number has been removed or made illegible, (e) that have

been modified by anyone other than XLTEK or its authorized service center, unless authorized prior to such service by XLTEK. Furthermore, this warranty is limited to defects and materials that can be attributed to a fault or defect within the Sleepworks or Neuroworks system itself for any devices that have been attached to any accessory or attachment that has not been subject to XLTEK' control over quality of materials and design.

**THIS WARRANTY, TOGETHER WITH ANY OTHER EXPRESS WRITTEN WARRANTY THAT MAY BE ISSUED BY XLTEK, IS THE SOLE AND EXCLUSIVE WARRANTY AS TO XLTEK'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. XLTEK 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.**