

# LIMITED PRODUCT WARRANTY

## Natus Neurology Incorporated



### Grass EEG, Sleep, & Research Systems

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Natus Neurology Incorporated 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 Product acceptance by Purchaser.

#### The Warranted Product is defined as the:

- Comet-PLUS EEG & PSG Systems
- AURA PSG Ambulatory System
- AURA PSG LITE Ambulatory Sleep Screener
- SleepTrek3 Sleep Screener
- Beehive Horizon LTM
- Beehive Horizon Portable EEG
- TREA Ambulatory EEG
- Nurse Station Systems
- S12X Cortical Stimulator
- Research Amplifiers, Amplifier Systems & Stimulators

Including amplifiers, personality modules, electrode boards, power supplies, computer, monitor, cart, photic stimulator, and cables that may be shipped from Natus Neurology.

Peripherals such as batteries and expendable supplies, etc. are **not** covered by this warranty.

Natus Neurology's only obligation under this warranty is limited to repair or replacement, at Natus Neurology's option and election, of any Warranted Product (or part thereof) that Natus Neurology 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 a Warranty Action:

To request repair or replacement under this Warranty, purchasers shall contact the local Natus Neurology representative from whom the product was purchased (see [www.natus.com](http://www.natus.com) for contact information).

Purchasers in the United States contact:

#### **Natus Neurology Incorporated** **Grass Brand Products**

200 Metro Center Blvd, Unit 8  
Warwick, RI 02886 USA

Customer Support: 877.472.7779

Phone: 401.773.2600

Fax: 401.732.7097

Email: [grass@natus.com](mailto:grass@natus.com)

Purchasers outside the United States shall contact the Natus Neurology Authorized Distributor from whom the Warranted Product was purchased.

If, on the basis of the information provided by the Purchaser, Natus Neurology reasonably believes that the defect is covered by this warranty,

Natus Neurology will authorize Purchaser to return the Warranted Product (or part thereof) to Natus Neurology 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 Neurology 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 Neurology specifications. All Products or parts replaced shall become the property of Natus Neurology. In the course of warranty service, Natus Neurology may, but shall not be required to, make engineering improvements to the Warranted Product or part thereof.

#### Shipping Procedures

If Natus Neurology reasonably determines that a repair or replacement is covered by the warranty, Natus Neurology 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 in unsuitable packaging, any physical damage present in the 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 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 Natus Neurology'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 Natus Neurology or its authorized service center, unless authorized prior to such service by Natus Neurology.

Furthermore, this warranty is limited to defects and materials that can be attributed to a fault or defect within the Natus Neurology system itself for any devices that have been attached to any accessory or attachment that has not been subject to Natus Neurology's control over quality of materials and design.

This warranty, together with any other express written warranty that may be issued by Natus Neurology, is the sole and exclusive warranty as to Natus Neurology'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 Neurology 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.