



WARRANTY

This Product is sold by Ohio Medical Corporation, a Delaware corporation (the “Company”) under the express terms of the warranty set forth below.

For a period of ONE HUNDRED AND TWENTY (120) MONTHS from the date the Company ships this Product to the customer, but in no event for a period of more than ten years from the date of original delivery by the Company to an authorized dealer, this Product, other than its expendable parts (e.g., batteries for Digital Gauge) is warranted to be free from functional defects in materials and workmanship and to conform in all material respects to the description for the Product contained in this operation manual, if this Product is properly operated under conditions of normal use, regular periodic maintenance and service is performed and repairs are made in accordance with this operation manual. The warranty period for all expendable parts of the Product is sixty (60) days from the date the Company ships the Product to the customer.

The Company’s sole and exclusive obligation and customer’s sole and exclusive remedy under the above warranty is limited to repair or replacement, at the Company’s option, of the defective Product.

The foregoing warranty shall not apply if the Product has been repaired or altered by anyone other than the Company or an authorized dealer; or if the Product has been subjected to abuse, misuse, negligence, or accident.

The Company reserves the right to stop manufacturing any product or change materials, designs, or specifications without notice.

This warranty is extended to only the initial customer with respect to the purchase of this Product directly from the Company or an authorized dealer as new merchandise. Dealers are not authorized to alter or amend the warranty of any Product described in this agreement. Any statements, whether written or oral, will not be honored or be made part of the agreement of sale.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY SHALL NOT BE LIABLE FOR INCIDENTAL, COLLATERAL, CONSEQUENTIAL, OR SPECIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, OR LOSS OF USE. THE COMPANY’S LIABILITY, IN THE AGGREGATE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

In order to file a warranty claim, customer is required to return Product prepaid to the Company at 1111 Lakeside Drive, Gurnee IL, 60031 USA. As determined at the sole discretion of the Company, Products which qualify under the warranty will be repaired or replaced, at the Company’s option, and returned to customer via ground delivery at the Company’s expense.

All claims for warranty must first be approved by Ohio Medical Corporation Customer Service Department. For US Domestic customer returns: customer.service@ohiomedical.com or 1-800-662-5822 (Option 3). For International customer returns: intl.customerservice@ohiomedical.com or 1-800-662-5822 (Option 3). Upon approval the customer service department will issue a Return Goods Authorization (RGA) number. An RGA must be obtained prior to commencement of any warranty claim.