



# Nasco Healthcare Warranty Statement

## Limited Product Warranty

Nasco Healthcare, Inc. ("**Nasco**", "**we**", "**us**", or "**our**") extends the following limited warranty ("Limited Warranty") to the first purchaser that is also the end-user ("you" or "your") of the Product (defined below). You may not assign or transfer this Limited Warranty without our prior written consent.

Subject to limitations and exclusions stated below in this Limited Warranty, for "Nasco Healthcare", "Simulaids", and "Life/form" branded products ("**Products**"), we warrant to you that:

- Products (other than "Rescue Randy" model Products), will be free from defects in materials or workmanship for a period of five (5) years from the date of shipment to you, *provided however*, the warranty period for any electronic parts or components incorporated or embedded in such Products shall be for a period of two (2) years from the date of shipment to you; and
- "Rescue Randy" model Products, will be free from defects in materials or workmanship for a period of three (3) years from the date of shipment to you, *provided however*, the warranty period for any electronic parts or components incorporated or embedded in such Products shall be for a period of two (2) years from the date of shipment to you.

In the event of a defect in the workmanship or materials of a Product under this Limited Warranty, we will, at our option, repair or replace the defective Product component. However, if we determine that it is not commercially feasible to repair or replace a defective Product component, we may refund the original price paid by you for your Product. Replacement parts may include refurbished parts or products that have been certified by us to conform with the applicable Product specifications. THIS PARAGRAPH CONTAINS YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY NONCONFORMING OR DEFECTIVE PRODUCT COVERED BY THIS LIMITED WARRANTY.

## Disclaimer of Other Express and Implied Warranties

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, WE MAKE NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF PROPRIETARY OR THIRD-PARTY RIGHTS OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

## Exclusions

This Limited Warranty does NOT cover any product that comes with its own separate limited warranty, which are separately set forth on our website or otherwise provided to you separately, including, but not limited to the following: "SMART STAT" products (including SMART STAT Advanced, SMART STAT Basic, and STAT Baby Advanced), "ALEX" products, "AXEL" products, the "Traction Splint Trainer" product, "Moulage" products, and "Nutrition" products.

Additionally, this Limited Warranty does NOT cover:

- Defects or damages resulting from the use of the Product in other than its normal and customary manner (including, without limitation, use other than as recommended or otherwise set forth in the applicable Product manual or instructions).
- Defects or damages from unauthorized design modifications, improper usage, improper storage, abuse, failure to follow maintenance procedures as outlined in the owner's instruction manual, or other acts that are not the fault of Nasco, including damage caused by shipping.
- Cases, accessories, stains, cosmetic appearance, or normal replacement of disposable items.
- Transport costs and all risks of.
- Ink stains. Do not allow any ink or print materials to come in contact with the skin of your Product. The ink may embed on the surface and be impossible to remove.
- Any part or product (for avoidance of doubt, including any Products) not manufactured by Nasco, regardless of whether such part or product bears or is branded or co-branded with a Nasco trademark or logo, including "Nasco Healthcare", "Simulaids", and "Life/form". Such parts and products may include, without limitation, hardware, accessories, and/or non-embedded or stand-alone electronics (such as tablets, computers, servers, projectors, and VR goggles) (collectively, "**Third Party Products**"). All Third Party Products are subject to the applicable third-party manufacturer's warranty (if any).
- Any software, unless otherwise stated. NOTE THAT ALL ONLINE OR SOFTWARE-RELATED FUNCTIONALITY AND FEATURES OF PRODUCTS (INCLUDING COMPUTERIZED SIMULATION FUNCTIONALITY) ARE PROVIDED BY A THIRD-PARTY SOFTWARE VENDOR AND MAY BE SUBJECT TO SEPARATE SOFTWARE TERMS AND CONDITIONS WITH SUCH THIRD-PARTY SOFTWARE VENDOR, INCLUDING WITHOUT LIMITATION, SEPARATE AND ADDITIONAL SOFTWARE SUBSCRIPTIONS AND RENEWALS.

## **Limitation of Liability**

The limited remedies described above are your sole and exclusive remedies and our entire liability for any non-conforming or defective Products. Our total liability shall, under no circumstances, exceed the total cost of the actual amount paid by you for the Product. We shall not under any circumstances be liable for any consequential, indirect, incidental, special, or punitive damages or losses including without limitation loss of revenues, loss of profits, or other economic losses even if this Limited Warranty is deemed to have failed of its essential purpose. The limitations contained in this paragraph apply regardless of the basis of the claim or the form of action, including, without limitation, negligence or other tort or breach of contract.

## **Claims**

If you discover what you believe is a defect with your Product and would like to file a Limited Warranty claim, please contact our customer care team (as set forth below). Customer care personnel are available during support hours to assist you in diagnosing and addressing problems that you may encounter in the use of your Products. Please refer to your invoice number when contacting the customer care team.

At no time will any Product be accepted by Nasco without a proper return authorization number from Nasco.

This Limited Warranty will only apply when the original invoice, sales receipt (indicating the date of purchase and product type), or equivalent documentation is presented together with the defective or non-conforming Product. We reserve the right to refuse warranty coverage if the above documentation or information cannot be presented or if the information contained in it is incomplete or illegible.

## **Miscellaneous**

This Limited Warranty shall be governed by, construed, and enforced in accordance with the laws of the State of New York, USA, without application of any conflict of law rules or principles. Further, the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods are hereby excluded.

### **Effective Date: May 1, 2026**

*For warranty terms applicable to products shipped prior to May 1, 2026, please contact Customer Service.*