

WARRANTY

Pivotal Health Solutions warrants to the **original purchaser** that each PHS Medical product shall be free from defects in material and workmanship and agrees to remedy any such defect or to furnish a new or equal part in exchange therefore. Warranty covers components and repairs (labor) indicated below, commencing on date of original shipment. Labor coverage may not include replacement or installation of small parts or components. Pivotal Health Solutions Service and/or Sales will determine the technical level of service needed and approve labor coverage on a case by case basis.

Pivotal Health Solutions reserves the right to inspect claimed defective products. No returns, replacements or repairs may be made without prior written consent. Please do not return any product to Pivotal Health Solutions or its service center without first contacting Customer Service for Return Authorization number. Products returned without a Return Authorization number will be refused back to the customer at their expense.

This Warranty covers defects in materials and workmanship provided the product is used for the normal purpose for which intended. The customer shall be responsible for the proper set-up and use of the product. This Warranty does not include damage resulting from accident and expressly excludes normal wearing of parts or deterioration due to normal wear and tear, damage caused by improper set-up or storage, defect caused by transportation, accident, fire, flood, alteration, abuse, misuse, or negligence. Pivotal Health Solutions shall not be liable for any direct or indirect, incidental, exemplary, or consequential damages or delay, including damages for loss of income or loss of use.

Any obligation of Pivotal Health Solutions under this Warranty shall automatically and immediately terminate, without notice from or any further action by Pivotal Health Solutions and Pivotal Health Solutions shall have no responsibility for damages of any kind as a result of the occurrence of any of the following:

- accident, misuse, abuse or negligent use of the Products or any component thereof;
- any repair or alteration of the Products or any component thereof made outside Pivotal Health Solutions' authorization;
- improper installation, setup, or operation (including both mechanical and electrical) of the Products or any component thereof, which includes operation of the Product not in accordance with the Product's operating manual;
- failure to provide normal maintenance for the Products or any component thereof in accordance with the Product Operating Manual;
- alteration or obliteration of any identifying marks.

Epidural Positioning

Products: (EPD Package 2) Epidural Position Device and (E-EPD) Electric Epidural Position Device

Parts Warranty: 5 Years on frame (Structural Only)
2 Years on electrical components
1 Year on foam and upholstery
1 Year on moving components, hardware, and accessories
90 Days on Batteries
Out-of-Box on disposable items

Labor Warranty: Labor covered on repairs in 1st year