

## Shukla Medical Limited Warranty

### SCOPE OF WARRANTY

Shukla Medical warrants to the original retail purchaser that it will repair or replace components of the medical products supplied by Shukla Medical (except for components not warranted under "Exclusions") that are defective in material or workmanship under normal use and service. Shukla Medical's obligation under this warranty is limited to the repair or replacement, at Shukla Medical's option, of the applicable components. This limited warranty shall only apply to defects that are reported to Shukla Medical within the applicable warranty period and which, upon examination by Shukla Medical, prove to be defective. This warranty extends only to the first retail purchaser of a product, and is not transferable or assignable.

### APPLICABLE WARRANTY PERIOD

The applicable warranty period, measured from the date of delivery to the original user, shall be one (1) year for all warranted products and components.

### OBTAINING WARRANTY SERVICE

Warranty service must be obtained through Shukla Medical in the Shukla Medical product line for which warranty service is requested. Shukla Medical may be contacted for warranty service inquiries or issues via email at: [CS@Shuklamedical.com](mailto:CS@Shuklamedical.com); by phone at 1-888-4-SHUKLA; by facsimile at 1-727-626-2770; or by mail to Shukla Medical, 8300 Sheen Drive, Saint Petersburg, FL 33709. It is the retail purchaser's obligation to arrange for delivery of a product to Shukla Medical or one of its authorized dealers for warranty service, which delivery shall be at retail purchaser's expense. It is also the retail purchaser's obligation to comply with the warranty service instructions provided by either Shukla Medical or its authorized dealer.

### EXCLUSIONS

This warranty does not cover and Shukla Medical shall not be liable for the following:

- (1) defects, damage, or other conditions caused, in whole or in part, by misuse, abuse, negligence, alteration, accident, freight damage, tampering, or failure to seek and obtain repair or replacement in a timely manner;
- (2) products which are not installed, used, and properly cleaned and maintained as required for the applicable product;
- (3) Products considered to be of a consumable nature (e.g. Single-Use Tips);
- (4) Accessories or parts not manufactured by Shukla Medical;
- (5) charges by anyone for adjustments, repairs, replacement parts, installation, or other work performed upon or in connection with such products which are not expressly authorized in writing in advance by Shukla Medical;
- (6) Costs and expenses of routine maintenance and cleaning; and
- (7) Representations and warranties made by any person or entity other than Shukla Medical.

**EXCLUSIVE REMEDY; CONSEQUENTIAL DAMAGES DISCLAIMER** SHUKLA MEDICAL'S ONLY OBLIGATION UNDER THIS WARRANTY IS THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS. SHUKLA MEDICAL SHALL NOT BE LIABLE FOR AND HEREBY DISCLAIMS ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL,

EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR DELAYS, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR INCOME, LOSS OF USE, DOWNTIME, COVER, AND EMPLOYEE OR INDEPENDENT CONTRACTOR WAGES, PAYMENTS, AND BENEFITS.

#### NO AUTHORIZATION

No person or firm is authorized to create or approve for Shukla Medical any other obligation or liability in connection with the products.

#### WARRANTY DISCLAIMER

THIS WARRANTY IS SHUKLA MEDICAL'S ONLY WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SHUKLA MEDICAL MAKES NO IMPLIED WARRANTIES OF ANY KIND INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS.

#### STATUTE OF LIMITATIONS

No action may be brought against Shukla Medical for breach of this limited warranty, an implied warranty, if any, or for any other claim arising out of or relating to the products, more than ninety (90) days following expiration of the limited warranty period.