

# Limited warranty

## Emergency care products

Subject to the limitations and exclusions set forth below, Stryker Medical, a division of Stryker Sales, LLC (“Stryker”), warrants the following products which are purchased from Stryker or authorized resellers for use in the United States of America to be free from manufacturing and material defects under normal service and use for the time periods indicated below. Limited warranty time limits begin on the date of delivery to the first purchaser.\*

15 years	
<ul style="list-style-type: none"> <li>Evacuation chair</li> </ul>	
8 years	
<ul style="list-style-type: none"> <li>LIFEPAK® CR2 defibrillator</li> </ul>	<ul style="list-style-type: none"> <li>HeartSine® samaritan® PAD automated external defibrillator</li> </ul>
7 years	
<ul style="list-style-type: none"> <li>Welds on Stair-PRO® stair chair, Power-PRO™ 2 powered ambulance cot, Power-PRO XT powered ambulance cot, Power-LOAD® powered cot fastener system, Performance-PRO™ XT manual ambulance cot, Performance-LOAD® manual cot fastener system</li> </ul>	
5 years	
<ul style="list-style-type: none"> <li>LIFEPAK 15 monitor/defibrillator, used in clinic and hospital settings exclusively (with no use in mobile applications)</li> </ul>	<ul style="list-style-type: none"> <li>LIFEPAK 20e defibrillator/monitor</li> <li>LIFEPAK 1000 defibrillator</li> </ul>
3 years	
<ul style="list-style-type: none"> <li>McGRATH™ MAC video laryngoscope</li> </ul>	<ul style="list-style-type: none"> <li>Power-PRO XT power train (includes motor pump assembly and hydraulic cylinder assembly)</li> </ul>
2 years	
<ul style="list-style-type: none"> <li>Stair-PRO (parts only)</li> <li>Power-LOAD (parts only)</li> <li>Performance-PRO XT (parts only)</li> <li>Performance-LOAD</li> <li>Power-PRO 2</li> <li>Power-PRO XT</li> <li>Power-PRO IT</li> </ul>	<ul style="list-style-type: none"> <li>SMRT™ power charger (Power-PRO XT)</li> <li>CodeManagement Module®</li> <li>LIFEPAK CR2 Trainer</li> <li>LIFEPAK 1000 Trainer</li> <li>HeartSine samaritan Trainer</li> <li>HeartSine Gateway</li> <li>Xpedition™ powered stair chair</li> </ul>
1 year	
<ul style="list-style-type: none"> <li>Stair-PRO (parts and labor)</li> <li>Power-LOAD (parts and labor)</li> <li>Performance-PRO XT (parts and labor)</li> <li>MX-PRO® R3 x-frame ambulance cot</li> <li>MX-PRO bariatric transport cot</li> <li>Expendable components for Power-PRO 2, Power-PRO XT and Performance-PRO XT (i.e. mattresses, nylon restraints, IV poles, storage nets, storage pouches, oxygen straps and other soft goods)</li> <li>SMRT power paks</li> <li>LIFEPAK 15</li> <li>LIFEPAK Certified Pre-Owned defibrillators</li> </ul>	<ul style="list-style-type: none"> <li>LUCAS® chest compression system (including the LUCAS device with upper part and back plate), carrying case, battery, stabilization strap and patient straps</li> <li>LIFEPAK 500T AED Training System</li> <li>LIFEPAK CR-T AED Training System</li> <li>LIFEPAK 20e internal battery system</li> <li>Battery charging systems and power adapters</li> <li>Batteries and battery paks, excluding CHARGE-PAK™ battery charger</li> <li>MASIMO® SET® Rainbow® reusable sensors</li> <li>TrueCPR® coaching device</li> </ul>

\* First purchaser means the first purchaser or lessee of the products listed above directly from Stryker, through a Stryker corporate affiliate, or from an authorized Stryker reseller, and includes the invoiced purchaser’s corporate affiliates, and their respective employees, officers and directors.

### 180 days

- MASIMO cables and SET SpO<sub>2</sub> sensors

### 90 days

- CHARGE-PAK charging unit
- LIFEPAK advanced cardiac life support training devices
- Sterilizable internal paddles (one-piece design)
- Installed repair parts
- All other product accessories and disposables

### 60 days

- XPR™ restraints

### 30 days

- Internal paddles and paddle handles (two-piece design)

The sole and exclusive remedy for any products that become defective during this period shall be repaired or replaced, such determination being at Stryker's sole discretion. All warranties hereunder are made subject to the proper use by Customer in the application for which such Products were intended. The warranty provided hereunder does not cover any Products (i) that have been misused, subject to abuse or accident; used in contradiction with applicable operating instructions, or used outside of the product's intended environment or setting; (ii) that have been assembled, maintained, modified, refurbished or repaired by anyone other than Stryker or its authorized representatives, in any way which, in the judgment of Stryker, affects its stability and reliability (iii) that have been subjected to unusual stress or have not been properly maintained or (iv) on which any original serial numbers or other identification marks have been removed or destroyed.

Stryker, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Stryker at the purchaser's facility or an authorized Stryker facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Stryker, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

In any event, Stryker's liability shall be limited to the replacement value of any damaged or defective part. **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS SOLD SUBJECT TO THIS AGREEMENT AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE.** THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. STRYKER IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state.

#### **TO OBTAIN PARTS AND SERVICE**

Stryker products are supported by a nationwide network of dedicated Stryker Field Service Representatives. These representatives are factory trained, available locally, and carry a substantial spare parts inventory to minimize repair time. Simply call your local representative or call Stryker Customer Service USA at 1-800-327-0770.

#### **DAMAGED MERCHANDISE**

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. Do not accept damaged shipments unless such damage is noted on the delivery receipt at the time of receipt. Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full. Claims for any short shipment must be made within thirty (30) days of invoice.

#### **INTERNATIONAL WARRANTY CLAUSE**

This warranty reflects U.S. domestic policy. Warranties outside the U.S. may vary by country. Please contact your local Stryker representative for additional information.

## RETURN POLICY

Please obtain authorization before returning merchandise for credit. Your local Stryker Sales Representative or Customer Service Department (telephone number provided on invoice) can provide you with a Return Merchandise Authorization (RMA) number. Customer is advised that product returned without an RMA number, or not otherwise authorized, will not be accepted and will be returned to customer at customer's expense. Return pre-paid to the attention of the Credit Return Department, and please include the following information:

1. Return Merchandise Authorization number
2. Original invoice number
3. Customer name, address, and account number
4. A packing list itemizing each item being returned
5. Reason for product return

Credit cannot be issued for returns of discontinued, special, or modified items. A 10% restocking fee may be assessed on items returned beyond 60 days after original invoice date. No credit will be issued for products being returned beyond 90 days after the original invoice date. Products categorized as consumables or disposables, including electrodes and sterile packaged items, cannot be returned for credit.

Please package items carefully, as credit cannot be issued for items damaged in return shipment due to packaging inadequacy. All merchandise returned for credit must be in resalable condition. All merchandise must be returned in its original packaging, unopened, and undamaged, except for product that was received in a damaged condition or as otherwise authorized by Stryker, which product may be returned in its existing condition. Stryker will not accept the return of a non-defective and conforming product if customer breaks the security seal on the product. Stryker does not accept any COD returns. Return shipping costs are borne by the Customer unless Stryker specifically agrees otherwise.

Please clean and sterilize all potentially contaminated products prior to returning them to Stryker. It is unlawful to transport bio-contaminated products through interstate commerce unless they are properly packaged and labeled as such.

If a return does not comply with the terms of this return policy, Stryker reserves the right to destroy the product at the Customer's expense. Any replacement would be at the Customer's expense.

**For further information, please contact Stryker at 800.442.1142 (U.S.), or visit our website at [stryker.com](http://stryker.com)**

## Emergency Care

Products may not be available in all markets because product availability is subject to the regulatory and/or medical practices in individual markets. Please contact your representative if you have questions about the availability of Stryker's products in your area. Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: CHARGE-PAK, CodeManagement Module, HeartSine, LIFEPAK, LUCAS, MX-PRO, Performance-LOAD, Performance-PRO, Power-LOAD, Power-PRO, samaritan, SMRT, Stair-PRO, Stryker, TrueCPR, Xpedition. Masimo, the Radical logo, Rainbow and SET are registered trademarks of Masimo Corporation. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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