

HemoFlow 400 & 400XS Limited Warranty and Disclaimer

This warranty applies to the HemoFlow 400 or the HemoFlow 400XS product(s) that you purchased (expressly excluding any software that is pre-loaded on such devices which is licensed separately) (the “Product”). Applied Science, Inc. (“ASI”) warrants that the Product will, when properly used, conform in all material respects to ASI’s published specifications for the Product (“Specifications”) under normal use and service either for a period of three (3) years from the date of delivery by ASI or its authorized agent, or for up to 3,000 draws, whichever comes first (the “Warranty Period”). If any defect should occur during the Warranty Period, the purchaser should immediately contact ASI or its authorized agent.

The warranty does not apply to any Product that has: (a) been repaired by anyone other than an authorized ASI service technician; (b) been altered in any way by anyone other than ASI and, in the sole judgment of ASI, such alteration impacts the performance of the Product; (c) been subject to misuse, dropping, negligence, or accident; (d) been sold or rented to a third party other than the original buyer; or (e) had the serial number altered, effaced or removed. This warranty shall not cover ordinary wear and tear of the Products or other defects due to circumstances beyond ASI’s control. Incorrect insertion of any power source other than the proper Product battery charger voids this warranty. This warranty also excludes any Product that has been used for any purpose other the permitted purposes set forth in the Specifications.

During the Warranty Period, ASI’s sole liability will be to repair or replace any defective Products that do not materially conform with ASI’s specifications therefore with a reconditioned comparable model at ASI’s option. The Product must be returned in its original packaging (either transport case with box or foam with box, as applicable), with shipping prepaid, to ASI or its authorized service facility. Failure to ship the Product in its original packaging may void the warranty. You may purchase packaging from ASI. Always contact ASI for a return material authorization number (“RMA”) prior to returning a Product. Products repaired or replaced during the Warranty Period will carry a warranty of the later of six months from the date of repair or expiry of the original Warranty Period.

IN NO EVENT WILL ASI BE LIABLE TO YOU FOR ANY BUSINESS EXPENSES, LOSS OF PROFITS OR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED. THE ABOVE LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ASI, EXPRESS OR IMPLIED, WRITTEN OR ORAL. ASI DISCLAIMS AND EXCLUDES ANY IMPLIED

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