

## **AED Plus Five-Year Limited Product Warranty**

ZOLL Medical Corporation (ZOLL) warrants to the Customer that from the date of installation, or thirty (30) days after the date of shipment from ZOLL's facility, whichever first occurs, the Equipment (constituting the Defibrillator) will be free from defects in material and workmanship under normal use and service for a period of five (5) years. The Factory Warranty covers all parts, labor, shipping and insurance costs for the repair of the Equipment. A Service Loaner is provided at no charge for use during the repair.

During such five-year period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the Equipment found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship; ZOLL's regular service charges shall apply.

Accessories (constituting the PASS cover and electrodes) shall be warranted for ninety (90) days from date of shipment. During such period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the accessories found by ZOLL to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship; ZOLL's regular service charges shall apply.

ZOLL shall not be responsible for any Equipment defect, the failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to: (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the Equipment with any associated or complementary Equipment, accessory or software not supplied by ZOLL; (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or wiring of the Equipment other than in accordance with ZOLL's instructions.

This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, patient cables and accessories. The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory, known as "firmware").

The foregoing warranty constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL for any breach of any warranty related to the Equipment supplied hereunder.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

ZOLL's maximum liability arising out of the sale of the Products (Equipment and related accessories and disposables) or their use, whether based upon warranty, contract, tort or otherwise, shall not exceed the actual payments received by ZOLL in connection therewith. ZOLL shall not be liable for any incidental, special or consequential loss, damage or expense (including without limitation lost profits) directly or indirectly arising from the sale, inability to sell, use or loss of use of any Product (however caused and on any theory of liability), even if ZOLL has been

advised of the possibility of such loss. The foregoing limitations shall not apply to any claims for bodily injury or death to the extent that limitation of damages for such claims is unenforceable or against public policy under any applicable statute or rule of law.

## **AED Pro Five-Year Limited Product Warranty**

ZOLL Medical Corporation (ZOLL) warrants to the Customer that from the date of shipment from ZOLL's facility, the Equipment (constituting the Defibrillator) will be free from defects in material and workmanship under normal use and service for the period of five (5) years from the date of shipment. The Factory Warranty covers all parts, labor, shipping and insurance costs for the repair of the Equipment. A Service Loaner is provided at no charge for use during the repair.

During such five-year period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the Equipment found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship; ZOLL's regular service charges shall apply.

Accessories (constituting the carry case and electrodes) shall be warranted for 90 days from date of shipment. During such period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the accessories found by ZOLL to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship; ZOLL's regular service charges shall apply.

ZOLL shall not be responsible for any Equipment defect, the failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment, caused by or attributable to: (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the Equipment with any associated or complementary Equipment, accessory or software not supplied by ZOLL (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or wiring of the Equipment other than in accordance with ZOLL's instructions.

This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, patient cables and accessories. The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory, known as "firmware").

The foregoing warranty constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL for any breach of any warranty related to the Equipment supplied hereunder.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

ZOLL's maximum liability arising out of the sale of the Products (Equipment and related accessories and disposables) or their use, whether based upon warranty, contract, tort or otherwise, shall not exceed the actual payments received by ZOLL in connection therewith. ZOLL shall not be liable for any incidental, special or consequential loss, damage or expense (including without limitation lost profits) directly or indirectly arising from the sale, inability to sell, use or loss of use of any Product (however caused and on any theory of liability), even if ZOLL has been advised of the possibility of such loss. The foregoing limitations shall not apply to any claims for bodily injury or death to the extent that limitation of damages for such claims is unenforceable or against public policy under any applicable statute or rule of law.



## EMS ONE YEAR PRODUCT LIMITED WARRANTY

ZOLL Medical Corporation (ZOLL) warrants to the Customer that from the date of shipment from ZOLL's facility, the equipment (constituting the Defibrillators and Battery Chargers) will be free from defects in material and workmanship under normal use and service for the period of one (1) year from the date of shipment. The Factory Warranty covers all parts, labor, shipping and insurance costs for the repair of the equipment. A Service Loaner is provided at no charge for use during the repair.

During such one-year period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the equipment found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship, ZOLL's regular service charges shall apply.

Accessories (constituting the cables, paddles, SpO2 sensors, single battery chargers and electrodes) shall be warranted for 90 days from date of shipment. During such period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the accessories found by ZOLL to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship; ZOLL's regular service charges shall apply.

ZOLL shall not be responsible for any equipment defect, the failure of the equipment to perform any specified function, or any other nonconformance of the equipment, caused by or attributable to: (i) any modification of the equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the equipment with any associated or complementary equipment, accessory or software not supplied by ZOLL; (iii) any misuse or abuse of the equipment; (iv) exposure of the equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or wiring of the equipment other than in accordance with ZOLL's instructions.

This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, patient cables and accessories.

The foregoing warranty does not apply to software included as part of the equipment (including software embodied in read-only memory, known as "firmware").

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ZOLL's maximum liability arising out of the sale of the Products (equipment and related accessories and disposables) or their use, whether based upon warranty, contract, tort or otherwise, shall not exceed the actual payments received by ZOLL in connection therewith. ZOLL shall not be liable for any incidental, special or consequential loss, damage or expense (including without limitation lost profits) directly or indirectly arising from the sale, inability to sell, use or loss of use of any Product (however caused and on any theory of liability), even if ZOLL has been advised of the possibility of such loss. The foregoing limitations shall not apply to any claims for bodily injury or death to the extent that limitation of damages for such claims are unenforceable or against public policy under any applicable statute or rule of law.

## **AutoPulse One-Year Limited Product Warranty**

ZOLL Medical Corporation (ZOLL) warrants to the Customer that from the date of shipment from ZOLL's facility, the Equipment, (constituting the AutoPulse<sup>®</sup> Resuscitation System Platform and AutoPulse Battery Charger) will be free from defects in material and workmanship under normal use, and service for a period of one (1) year from date of shipment. The AutoPulse battery is warranted for one (1) year, from the date of shipment, if maintained according to the *AutoPulse Battery Management Program*. AutoPulse Accessories and disposables shall be warranted for ninety (90) days from date of shipment.

During such period ZOLL will at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the Equipment found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship, ZOLL's regular service charges shall apply. ZOLL will pay for the shipping, insurance cost and a service loaner at no charge for use during the repair.

ZOLL shall not be responsible for any Equipment defect, the failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to: (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the Equipment with any associated or complementary Equipment, accessory or software not supplied by ZOLL; (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or use of the Equipment other than in accordance with ZOLL's instructions.

This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, processor board internal battery, LifeBand<sup>®</sup> Chest Compression Assembly and accessories. The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory, known as "firmware"). The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL for any breach of any warranty related to the Equipment supplied hereunder.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE, AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ZOLL's maximum liability arising out of the sale of the Products (Equipment and related accessories and disposables) or their use, whether based upon warranty, contract, tort or otherwise, shall not exceed the actual payments received by ZOLL in connection therewith. ZOLL shall not be liable for any incidental, special or consequential loss, damage or expense (including without limitation lost profits) directly or indirectly arising from the sale, inability to sell, use or loss of use of any Product (however caused and on any theory of liability), even if ZOLL has been advised of the possibility of such loss. The foregoing limitations shall not apply to any claims for bodily injury or death to the extent that limitation of damages for such claims are unenforceable or against public policy under any applicable statute or rule of law.

# Technical Support and Service

**ZOLL Medical Corporation** provides technical assistance through our Technical Support Department. Should the ZOLL equipment require service, contact the Technical Support Department directly.

## **Hours of Coverage**

Technical Support is available through our Technical Support Help Desk by calling **1- 800-348-9011**, Monday through Friday from **8:30 AM to 6:00 PM EST**.

The Technical Support Representative will require the following pertinent information to open a Service Request:

- Unit Serial Number
- Description of the complaint
- Department where the equipment is being used
- Patient information if applicable
- ECG strips if available
- Purchase Order number if the device is out of warranty

This information will assist us in performing a full evaluation when the product is received at our Depot. You will be given an RMA number to track the return of your product.

## **Emergency Service**

Technical Support is available on an emergency basis 7 days a week during the hours not covered during a normal business day. Emergency Support is available by calling **1-800-348-9011**.

## **Service Loaners**

A Service Loaner is available at no charge during the repair analysis process and is shipped to arrive before 10 AM the next business day. ZOLL pays for the shipping and insurance of the customer unit and the Service Loaner while the unit is under Factory or Extended Warranty.

## **Repairs**

Repair service is provided via Depot Repair at ZOLL Corporate in Chelmsford, MA.

Service is performed by factory trained Service Repair Technicians. Each unit is certified by successfully completing the 6 Month Checkout Procedure as detailed in the appropriate Service Manual, applying a Calibration sticker, and returning the product with a Warranty Repair Form indicating the work performed. As an ISO 9000 certified facility, we retain training records on each employee and are committed to providing the highest level of quality in the servicing of all ZOLL products.

### **Non Warranty Return for Service**

If a device is out of warranty and is returned to ZOLL for service, the Service Depot will evaluate the device to determine if a repair is needed. ZOLL will perform a comprehensive evaluation which could take several hours to complete. If ZOLL's evaluation does not warrant the device to be repaired, an evaluation charge shall apply. ZOLL's Service evaluation charge is a minimum of three (3) hours of Labor plus shipping of the device.

If the evaluation warrants the device to be repaired, the total cost of the repair will include parts, labor and shipping. If you choose to decline the repair, the evaluation charge will then apply.

### **Hourly Labor Rates**

Our current Depot Repair Rate is \$150 per hour. This rate is subject to change October 1<sup>st</sup> of each year.

### **Overtime Hours and Rates**

There is no additional cost for overtime on Depot repaired items.

### **On-site Service**

Repairs are performed in our Repair Depot at ZOLL Corporate in Chelmsford, MA. We do not offer on-site service but will provide loaners within 24 hours.

### **Replacement Parts**

All replacement and repair exchange parts are typically available for shipment on the next business day following the request.

### **Repair Exchange (R/X) Program**

The Repair Exchange program allows you to purchase "Repair Exchange Parts" at 50% off List Price. When an order is shipped for a "Repair Exchange Part", you will receive an invoice at full list price. Once the defective "Part" is returned, if the "Part" is repairable, you will receive a credit for 50% off the List Price of the Invoice. If the "Part" is not repairable, you will be expected to pay the invoice at list price.

### **Guaranteed Parts Availability**

ZOLL guarantees parts for seven (7) years from the last date of manufacture.

### **Guaranteed Service Turnaround Time**

As an ISO 9000 certified facility we are constantly trying to improve our turnaround time while maintaining a high quality of repair. You can expect a less than 10 business day turnaround on repairs. A Service Loaner is available at no charge while the product is being repaired.

### **Guaranteed Equipment Uptime**

You can expect 99% uptime based on typical use and the arrival of a Free Service Loaner by 10 AM the next business day.

## **OPTIONAL SERVICE CONTRACT PROGRAMS**

### **Preventive Maintenance Programs**

Preventive Maintenance programs can be purchased to maintain the superior performance of your ZOLL equipment. In most areas, ZOLL has either an authorized 3<sup>RD</sup> Party Biomedical Representative who have been factory trained or a ZOLL Field Support Representative to provide Preventive Maintenance on site at the Customer's location. These representatives are dispatched by the ZOLL Technical Support Contracts Department based on contract requirements. Upon completion of the Preventive Maintenance, the Field Representative will provide the customer with a Service Repair form for the work that was completed.

In the event that on site PM service is not available in your area, arrangements will be made to send the devices to ZOLL Chelmsford Service Depot for service. A service loaner or loaners will be shipped to the customer's location for use during the time the units are in the ZOLL Service Depot.

ZOLL recommends that Preventive Maintenance be performed twice per year or every six (6) months.

### **Extended Warranty Programs**

ZOLL Medical offers a variety of Extended Warranty programs. These programs are designed to help you to budget your maintenance costs and protect you against price increases. An Extended Warranty can be purchased at any time by contacting ZOLL Technical Support Contracts Department.

### **Biomedical/Service Training Program**

ZOLL Technical Support offers a two-day training and certification program, which will enable the attendees to repair and calibrate the defibrillator. This can be purchased through your local ZOLL Sales Representative.

### **Rental Equipment**

Rental Equipment is available for rental purposes on a monthly basis. This can be purchased through our Technical Support Department.