

HeartSine Technologies Inc
samaritan® Extended Limited Warranty

What is covered? We provide to the original end user a limited warranty that all HeartSine® samaritan® products that are purchased for use in the United States from a distributor, sub-distributor, person or entity authorized by HeartSine Technologies, Inc. (“Authorized Agents”) are substantially free from defects in material and workmanship. This limited warranty applies only to the original end user and may not be assigned or transferred. An original end user is one who is able to provide proof of purchase from HeartSine or an Authorized Agent. Persons who are not original end users take the products “as is” and with all faults. If you did not purchase this product directly from HeartSine, please be prepared to provide proof of purchase demonstrating that you are the original end user and eligible to make a valid claim under this warranty. If you are not sure the distributor, sub-distributor, person or entity from whom you purchased any HeartSine® samaritan® products is authorized by HeartSine Technologies, Inc. please contact Customer Support on +1 215 860 8100 or support@heartsine.com

For how long? We warrant the samaritan® PAD for a period of ten (10) years and the samaritan® PAD Trainer for a period of two (2) years from the date of the sale to the original end user. Products with a stated expiration date are warranted until such expiration date.

What this limited warranty does not cover: This limited warranty does not cover defects or damages of any sort resulting from, but not limited to, accidents, damage while in transit to our service location, alterations, unauthorized service, unauthorized product case opening, failure to follow instructions, improper use, improper or inadequate maintenance, abuse, neglect, fire, flood, war or acts of God. We do not warrant your samaritan® product to be compatible with any other medical device.

This limited warranty is void if: You purchased any HeartSine® samaritan® products from anyone other than an Authorized Agent; your samaritan® product is serviced or repaired by anyone other than HeartSine Technologies, Inc.; Your samaritan® product case is opened by unauthorized personnel or if a product is not used in accordance with the Instructions for Use and the Indications for Use provided with your product; Your samaritan® product is used in conjunction with incompatible parts or accessories, including, but not limited to batteries. Parts and accessories are not compatible if they are not samaritan® products or the functional equivalent.

What you must do: To qualify for this limited warranty, you, as the original end user must send the completed Warranty Validation Card within 30 days of original purchase to HeartSine Technologies, Inc. 121 Friends Lane, Newtown, PA 18940 or register online using the Warranty Registration link on our website www.heartsine.com. To obtain warranty service for your samaritan® product, contact your local HeartSine Authorized Agent or call us toll free at 1.866.HRT.SINE. Our technical representative will try to resolve your issue over the phone. If necessary, and at our sole discretion, we will arrange for service or a replacement of your samaritan®

product. You must not send back any product without our authorization.

What we will do: If your samaritan® product contains defects in material or workmanship and it is returned, at the direction of a technical service representative, within the warranty period, we, at our sole discretion, will repair your product or replace it with a new or reconditioned product of the same or similar design. The repaired or reconditioned product will be warranted subject to the terms and conditions of this limited warranty for either (a) 90 days or (b) the remainder of the original warranty period, whichever is longer, provided the warranty applies and the warranty period has not expired.

If our inspection does not detect any defects in material or workmanship of your samaritan® product, regular service charges will apply.

Authorised HeartSine Distributor:

Obligations and Limitation of Liability:

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND SPECIFICALLY EXCLUDES AND REPLACES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

NO PERSON (INCLUDING ANY AGENT, DEALER, OR REPRESENTATIVE OF HEARTSINE TECHNOLOGIES, INC.) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING SAMARITAN® PRODUCTS, EXCEPT TO REFER TO THIS LIMITED WARRANTY.

YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE AS SPECIFIED ABOVE. HEARTSINE TECHNOLOGIES, INC. SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, EXEMPLARY DAMAGES, PUNITIVE DAMAGES, COMMERCIAL LOSS FROM ANY CAUSE, BUSINESS INTERRUPTION OF ANY NATURE, LOSS OF PROFITS OR PERSONAL INJURY OR DEATH EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, HOWEVER OCCASIONED, WHETHER BY NEGLIGENCE OR OTHERWISE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

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