

Morgan Scientific, Inc. Limited Warranty

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THE FOLLOWING DOCUMENT OUTLINES THE LIMITED WARRANTY FOR PRODUCTS SOLD BY US, MORGAN SCIENTIFIC, INC. ("MSI"), TO YOU, THE CUSTOMER. UNLESS OTHER TERMS ARE MUTUALLY AGREED UPON IN WRITING (A "SEPARATE AGREEMENT"), THIS LIMITED WARRANTY REPRESENTS THE ENTIRE WARRANTY AGREEMENT BETWEEN YOU AND MSI. IN THE CASE OF CONFLICTING TERMS, THE FOLLOWING SHALL BE THE ORDER OF PRECEDENCE: 1) THE SEPARATE AGREEMENT, AND 2) THIS LIMITED WARRANTY. FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THE ABOVE-MENTIONED PLANS ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. NOTHING IN THIS PLAN SHALL PREJUDICE CONSUMER RIGHTS GRANTED BY APPLICABLE MANDATORY LAWS, INCLUDING CONSUMER'S RIGHT TO THE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY MORGAN SCIENTIFIC OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

1. Introduction

MSI sells pulmonary function testing systems. Unless otherwise specified herein, this warranty applies to the physical goods that MSI sells, primarily the hardware devices themselves, which are durable goods intended for multiple uses. The distinction between the types of goods sold by MSI is relevant to the warranty terms. When this is the case, the product distinctions and how they fit into the warranty terms are clearly explained in the sections below. This warranty does not apply to software or professional services and the Customer shall refer to MSI's other documents and agreements that address those warranties. MSI is a manufacturer and a distributor and may pass through or combine its own warranty with that of its suppliers or vendors. Unless otherwise noted, MSI is a full-service dealer and will be your primary and first contact point for any warranty issues.

2. Summary

- 2.1. MSI provides a non-transferable warranty to you, the purchaser of MSI products, when products are purchased directly from MSI or its authorized resellers. MSI warrants that the products will be free from defects in material and workmanship for the period specified in Section 13, commencing on the date of purchase. Except where prohibited by applicable local law, this warranty is limited to the original purchaser and is non-transferable. This warranty provides You with specific legal rights, and you may have additional rights that vary under local laws.
- 2.2. In general, this warranty means your MSI hardware product will operate in accordance with published technical specifications, as specified by its datasheet, and in the operating environment for which it was intended for the length of the warranty period.
- 2.3. MSI also sells extended and enhanced warranties through its MorganCARE Plans, which are available for purchase separately. When the terms and conditions of a MorganCARE Plan are in full force and effect, they shall take precedence over any conflicting terms in MSI's Limited Warranty.

3. Remedies

- 3.1. MSI's entire liability and your exclusive remedy for any MSI product that is not operating in accordance with its published technical specifications is at MSI's discretion: 1) to repair or replace the product at MSI's expense, or 2) to refund the price paid less a usage fee of 10% of the purchase price. This warranty obligation is conditioned upon the products being returned to the original place of purchase, or another place as directed by MSI, with the original sales receipt attached. MSI may, at its discretion, provide new or equivalent-to-new refurbished parts in good working condition, or repair or replace the hardware returned to MSI.
- 3.2. Any repaired or replacement hardware will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is greater, or for the period of time required by local statute.

4. Discontinued Products

- 4.1. An obsolete or discontinued product will be replaced with the same product if available. If MSI is unable to replace your obsolete or discontinued product with the same product, MSI will replace the obsolete or discontinued product, at its sole discretion, with a product having similar function and capacity.

5. Exclusions

- 5.1. This warranty does not cover problems or damage resulting from, but not limited to, any of the following:
 - 5.1.1. Wear and tear associated with normal use.
 - 5.1.2. Any modification, abuse, accident, disassembly, misapplication, or unauthorized repair.
 - 5.1.3. Removal of any manufacturer label(s) or sticker(s).
 - 5.1.4. Any improper operation, including any use not in accordance with any supplied product instructions.
 - 5.1.5. Any other cause which does not relate to a product defect in materials or workmanship
 - 5.1.6. Products not purchased from MSI or an authorized reseller.
 - 5.1.7. Single use, disposable, or perishable items which have been opened.

6. Limitation of Liability

- 6.1. MSI SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR DATA (WHETHER DIRECT OR INDIRECT) OR COMMERCIAL LOSS FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON YOUR PRODUCT EVEN IF MSI HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES. Some local laws do not allow the exclusion or limitation of special, indirect, incidental, or consequential damages, so this limitation or exclusion may not apply in your jurisdiction.

7. Exclusion of Implied Warranties

- 7.1. EXCEPT AS PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS HARDWARE PRODUCT IS EXPRESSLY DISCLAIMED. Some local laws do not allow limitations on how long an implied warranty may last, so this limitation may not apply in your jurisdiction.

8. Miscellaneous

- 8.1. Consumers may have legal rights under applicable national legislation governing the sale of consumer goods.
- 8.2. No MSI employee, dealer, or other agent is authorized to make any modification, extension, or addition to this warranty.

9. How to Make a Warranty Claim

- 9.1. Before submitting a warranty claim, contact Customer support at support@morgansci.com. MSI may be able to address your problem without going through the warranty claims process steps, which may save MSI and you some time and hassle.
- 9.2. All warranty claims should be addressed directly to MSI. Customer support contact information can be found on the web at <https://www.morgansci.com/support/>.

10. Warranty Product Returns

- 10.1. MSI reserves the right to determine whether your product needs to be returned.
- 10.2. In the event MSI requests your products be returned for repair, replacement, or inspection, MSI will provide you with a Return Merchandise Authorization Number (RMA#) as well as return instructions. Do not return your product without prior approval from MSI. Any product returned without a valid, unique RMA# will be refused and returned to you at your expense. To avoid problems at the time of receipt, clearly write your RMA# on the outside of the package and include a copy of your RMA within the package.

11. Shipping

- 11.1. The following general terms apply to warranty shipping:
 - 11.1.1. MSI is not responsible for damage incurred during shipping to its RMA receiving locations. Should MSI suspect damage due to improper packaging, you shall be deemed liable.
 - 11.1.2. If possible, the original packaging material should be used to pack the product for return; if the original packaging is not available, you should use packing materials that provide the same or greater protection to the product. All packages that arrive with any external damage or appear inadequately packed will be refused and returned to you at your expense.
 - 11.1.3. This warranty applies to products distributed in the United States of America. All duties, taxes, or international processing or shipping fees that may be incurred are your responsibility.
- 11.2. The following terms shall apply to cases where you are issued a return shipping label by MSI:
 - 11.2.1. MSI will provide to you via electronic means, a shipping label using MSI's preferred carrier and at MSI's expense.
 - 11.2.2. Generally, MSI shall use UPS Ground as the level of service, but may elect to use a faster service, and/or another carrier, at its sole discretion or unless you have a separate agreement that binds MSI to other terms. Should you wish to use a faster level of service, MSI reserves the right to provide You a written record of the difference in shipping fees, and you may agree to pay the difference at your own discretion.

- 11.2.3. Even when using an MSI issued return shipping label, You are responsible for appropriately packaging the item to be returned. MSI may elect to provide You with specialized packaging for the item being returned.
- 11.2.4. In the case where MSI suspects damage due to improper carrier handling, MSI shall seek restitution with its carrier.
- 11.2.5. If, for any reason specified herein, MSI determines that a product for which it paid return shipping is not eligible for a warranty repair or replacement, you may be held liable for any shipping fees incurred.
- 11.3. The following terms shall apply to cases where you have issued your own return shipping label:
 - 11.3.1. You shall use the carrier and level of service of your choice and at your own expense.
 - 11.3.2. You remain liable for any loss or damages that may occur during transit until the products are received by MSI.
 - 11.3.3. In the case where MSI suspects damage due to improper handling, MSI shall provide reasonable documentation to you for you to seek restitution with your carrier.

12. RMA Processing

- 12.1. MSI will perform a visual inspection of the package before acceptance to ensure there was no visible damage during transit which could affect the product being returned.
- 12.2. All products received go through individual visual inspection to ensure the products have all applicable labels intact and are free of physical damage/abuse.
- 12.3. MSI will confirm the RMA#, which should be noted on the outside of the package and the included RMA document.
- 12.4. Packages with damage or that do not have a valid, unique RMA# clearly marked on the exterior will be returned to you at your expense.
- 12.5. Products that clearly fit the warranty exclusions listed above, will be returned to you at your expense.
- 12.6. After inspection, the product will be confirmed as received and processing will begin.
- 12.7. Items deemed out-of-warranty or deemed excluded from the warranty remedies herein, may be replaced or repaired for a fee. A purchase order, signed repair estimation form, or other similar written order must be received from you before replacement or repair commences.

13. Warranty Periods

- 13.1. Products: The general warranty period for MSI products is one (1) year unless otherwise specified herein. All warranty periods are effective from the date of purchase. For the avoidance of doubt, MSI reserves the right to specify other warranty periods for its products. When applicable, those periods shall be specified in this section 13, or otherwise clearly represented in writing prior to, or at the time of, purchase, and shall supersede the general warranty periods specified herein.
- 13.2. Services: The general warranty on Preventive Maintenance, and out-of-warranty hardware repair services, including parts and labor, is sixty (60) days, unless otherwise specified in writing by MSI. Warranty periods for services provided by MSI are effective from the date of service.
- 13.3. Unopened single-use, disposable, or perishable products: thirty (30) days.
- 13.4. Replacement Sensors and Calibration Syringes: six (6) months.