

## **Biodex Product Warranty**

**Limited Warranty:** Biodex Medical Systems, Inc., (Biodex), hereby warrants its products sold to buyer to be free of defects in workmanship and material for a period of one year from date of shipment. THE FOREGOING WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED, STATUTORY OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Final determination of the suitability of the products for the use contemplated by Buyer is the sole responsibility of Buyer, and Biodex shall in no way be responsible for the suitability of the Products for any particular use. Claims for defects in workmanship or material must be presented to Biodex in writing and received by Biodex prior to the expiration of the warranty period.

BUYER'S SOLE AND EXCLUSIVE REMEDY, AND BIODEX'S SOLE OBLIGATION, UNDER THIS WARRANTY SHALL BE REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT AS DETERMINED AT BIODEX'S SOLE OPTION. IT IS UNDERSTOOD THAT UPON REPAIR OR REPLACEMENT, BIODEX SHALL HAVE NO FURTHER OBLIGATION TO BUYER WITH RESPECT TO THE DEFECTIVE PRODUCT. UNDER NO CIRCUMSTANCES SHALL BIODEX BE LIABLE TO BUYER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES IN CONNECTION WITH, OR BY REASON OF THE INABILITY TO USE THE PRODUCTS FOR ANY PURPOSE, OR FOR DAMAGES AND/OR INJURIES INCURRED BY BUYER, ITS AGENTS AND EMPLOYEES, BY VIRTUE OF DEFECTS IN THE PRODUCTS, EVEN IF BIODEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Use or misuse by the buyer and/or agents, employees or others will, at the option of Biodex, void all product warranties.

If you have any questions, please contact:

Biodex Medical  
20 Ramsay Road  
Shirley, New York 11967-0702  
1-800-224-6339