

### **Product Warranty**

**Reusable products.** CIVCO warrants that products manufactured by CIVCO and intended to be reusable shall be free from defects in materials and workmanship for 12 months from the date of invoice by CIVCO unless otherwise stated on the product labeling and/or instructions.

**Disposable products.** CIVCO warrants that products manufactured by CIVCO and intended to be disposable (single-use) shall be free from defects in materials and workmanship for 12 months from the date of invoice by CIVCO unless otherwise stated on the product labeling and/or instructions. Sterile disposable products shall be sterile for not less than 12 months from the date of invoice by CIVCO unless otherwise stated on the product labeling and/or instructions.

All products not manufactured by CIVCO are warranted if applicable as defined under the original manufacturer's warranty as stated on the labeling and/or instructions.

Buyer's sole remedy for breach of this warranty will be replacement or repair of the product or part, at CIVCO's option. To the full extent allowed by law, the foregoing warranties and remedies are exclusive and are in lieu of all other warranties, terms, or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms, or conditions of merchantability, fitness for a particular purpose, satisfactory quality, correspondence with description, and noninfringement, all of which are hereby expressly disclaimed.

Notwithstanding the foregoing, CIVCO makes no warranty, nor shall it have any obligation to the customer with respect to any product sold hereunder, if such product has expired according to product labels or has not been used, handled or stored in accordance with written CIVCO guidelines.

**Disclaimer.** Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitations of liability for personal injury, so the above limitations and exclusions may be limited in their application to buyer. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives buyer specific legal rights which may vary depending on local law.