

## WARRANTY POLICY - UNITED STATES & CANADA

THIS WARRANTY POLICY APPLIES TO PRODUCTS AND/OR SERVICES SOLD IN THE UNITED STATES AND CANADA BY OR ON BEHALF OF THE FOLLOWING HUFRIEDYGROUP COMPANIES: **HU-FRIEDY MFG. CO., LLC, CROSSTEX INTERNATIONAL, INC., SPS MEDICAL SUPPLY CORPORATION, ACCUTRON INC. AND PALMERO HEALTHCARE LLC** (such products and services hereinafter referred to as “**Products**” and “**Services**” and such HuFriedyGroup selling company is hereinafter referred to as “**Seller**”). This Warranty Policy applies to all Products and Services purchased on or after April 1, 2022 and replaces and supersedes all other warranties, except for any written warranty that accompanies a Product and is specific to such Product and any warranty agreed to by the parties in a written agreement signed by both parties. In such event, all of the foregoing warranties will apply but in the event of any conflict, the descending order of priority will be the accompanying warranty, the signed agreement and this Warranty Policy. All warranty related questions and warranty claims should be sent to [serviceandrepairs@hu-friedy.com](mailto:serviceandrepairs@hu-friedy.com).

- 1. Warranty.** Seller warrants to the purchaser who is the end user of its Products (“**User**”) that for the warranty periods provided in the **Warranty Period Table** attached hereto (“**Warranty Period(s)**”): (i) its Products will be free from defects in workmanship and materials and will conform to Seller’s published specifications for such Product; and (ii) its Services will be performed in a workmanlike manner.
- 2. Warranty Claim.** User must notify Seller in writing of any warranty claim promptly after it becomes aware of the failure of any Product or Service to conform to this Warranty Policy. Unless otherwise provided herein or instructed by Seller when making a warranty claim, User will obtain a Return Material Authorization number from Seller and return the Product to Seller at User’s expense. User must also provide any information, documentation and materials requested by Seller when making a warranty claim, which may include proof of purchase and serial number. If User purchased the Product from a distributor, Seller may require User to make a warranty claim with such distributor instead of to Seller.
- 3. Warranty Services.** Only after Seller confirms the User has met all of the requirements and obligations in this Warranty Policy, Seller will, at its option, repair or replace the Product, or re-perform the Services, at its expense, which includes the cost of shipment of any repaired or replacement Product to User. Seller may instead choose to refund User the purchase price. The repair or replacement of any Product does not extend the original Warranty Period of the repaired or replaced Product. Seller may use refurbished material for repairs or replacements.
- 4. Warranty Exclusions.** The remedies in this Warranty Policy do not cover, and are not available for, any defect or deficiency resulting from: (i) use, storage, handling, installation or maintenance of a Product by User, its employees, agents or contractors, which is negligent, inconsistent with normal use or maintenance conditions or that fails to comply with any instructions provided by Seller such as instruction manuals; (ii) damage not caused by Seller; (iii) absence of any product, component, or accessory recommended by Seller but omitted or removed by User; (iv) combining Products with any third party product without Seller’s authorization; and (v) service, maintenance or repair performance by anyone other than Seller or its authorized providers.
- 5. Disclaimers.** THESE WARRANTIES ARE GIVEN EXCLUSIVELY TO USER AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE OR AGENT OF SELLER IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THOSE HEREIN. THIS WARRANTY POLICY CONTAINS USER’S EXCLUSIVE REMEDIES AND SELLER’S SOLE OBLIGATIONS FOR BREACH OF WARRANTY. NO OTHER REMEDIES, OBLIGATIONS, LIABILITIES, RIGHTS, OR CLAIMS, WHETHER ARISING IN TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARE AVAILABLE. IN NO EVENT WILL SELLER BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF ANY WARRANTIES, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. IN NO EVENT WILL SELLER’S LIABILITY HEREUNDER EXCEED THE PRICE OF SELLER’S PRODUCT OR SERVICES GIVING RISE TO THE CLAIM.

## WARRANTY PERIOD TABLE

- A. **Services:** All Services are warranted for **30 days** except as otherwise provided below. Warranty Periods will begin when the initial Service is completed by Seller if performed on User's site, otherwise they begin upon delivery of the serviced product to User.
- B. **Products:** All Products are warranted for **1 year** except: (i) for Products manufactured by a third party, Seller will flow down any transferable manufacturer's warranties to User in lieu of any other warranties; (ii) used or refurbished Products are provided AS-IS without any warranties; and (iii) as otherwise provided below. Warranty Periods will begin upon initial delivery of the Product to initial User from Seller or Seller's authorized distributor.

	WARRANTY PERIOD	HFG MANUFACTURER
<b>SERVICES</b>		
Repairs for EMS Products	90 days	HF
Repairs for Accutron Flowmeters and Manifolds	90 days	ACCU
<b>PRODUCTS - CASSETTES</b>		
IMS Cassettes – Resin	Shell – 4 yrs, Components – 1 yr	HF
IMS Cassettes – Stainless Steel	Shell – 10 yrs, Components – 1yr	HF
<b>PRODUCTS - INSTRUMENTS</b>		
Mirrors	6 mths	HF
Scalers / Curettes	6 mths	HF
Everedge Scalers	9 mths	HF
Composite & Plastic Filling Instruments	2 yrs	HF
Endo Pluggers	2 yrs	HF
Explorers	2 yrs	HF
Gold Knives	2 yrs	HF
Heat Carriers / Spreaders	2 yrs	HF
Perio Knives	2 yrs	HF
Rubber Dam Clamps	2 yrs	HF
Ortho Slim Line and Lingual Cutters	3 yrs	HF
Probes	3 yrs	HF
Carvers	4 yrs	HF
Cavity Prep	4 yrs	HF
Excavators	4 yrs	HF
Hemostats	4 yrs	HF
Non-Inserted Needle Holders	4 yrs	HF
Periotomes / Luxating. Elevators / Hybrids	4 yrs	HF
Root Tip Picks	4 yrs	HF
Scissors	4 yrs	HF
Surgical Curettes	4 yrs	HF
Bone Chisels / Bone Files	7 yrs	HF
Carbide Needle Holders	7 yrs	HF
Dressing Pliers	7 yrs	HF
Elevators / Periosteals	7 yrs	HF
Mouth Gags	7 yrs	HF
Ortho Cutters	7 yrs	HF
Pluggers / Burnishers	7 yrs	HF
Tissue Pliers	7 yrs	HF
Waxing Instruments	7 yrs	HF
Ortho Pliers (Standard)	10 yrs	HF
Forceps / Rongeurs	13 yrs	HF
Rubber Dam Forceps & Punches	13 yrs	HF
Spatulas	13 yrs	HF
Presidential Forceps	50 yrs	HF
<b>PRODUCTS - EQUIPMENT</b>		
Flowmeter	2 yrs	CTX, ACCU
Dry Block Incubator Products	3 yrs	CTX
<b>PRODUCTS - OTHER</b>		
Label Applicator	3 yrs	CTX
Lantor Cube Clamp	3 yrs	CTX
<b>CONSUMABLES</b>		
All Consumable Products	Until expiration/use by date; if none provided, 1 yr	HF/ACCU/CTX/SPS/PALMERO