



CAREGILITY CORPORATION EXTENDED LIMITED WARRANTY AND DISCLAIMER OF WARRANTY

BY USING ANY PRODUCT BEARING A SKU NUMBER IDENTIFIED IN THE TABLE BELOW (THE “PRODUCT”, WHICH TERM INCLUDES BUT IS NOT LIMITED TO HARDWARE AND/OR ACCESSORIES) PURCHASED BY YOU FROM CAREGILITY CORPORATION (“CAREGILITY”), YOU AGREE TO THIS EXTENDED LIMITED WARRANTY AND DISCLAIMER OF WARRANTY. BEFORE USING IT, PLEASE READ THIS WARRANTY CAREFULLY. Contact Caregility for more information or with any questions. This warranty gives you specific legal rights. You may also have other rights which vary from State to State or Province to Province.

CAREGILITY EXTENDED LIMITED WARRANTY

Warranty Coverage: Caregility warrants that commencing from the later of (1) the expiration of any manufacturer warranty provided under any agreement between you and Caregility or (2) date of shipment to Customer (the “Effective Date”), and continuing for a period of 24 months or 48 months based on the SKU purchased listed in the table below (the “Warranty Period”), the Product will be free from defects in materials and workmanship when operated in accordance with any Product instructions or specifications provided by Caregility. This limited warranty extends only to the original purchaser of the Product. It does not extend to any subsequent owner or other transferee of the product.

Warranty Restrictions and Exclusions. This limited warranty does not apply if the Product (a) has been altered, except by Caregility or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Caregility, (c) has had any other software, firmware, or operating system installed on it except to the extent installed by Caregility or its authorized representative, or (d) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident. Caregility is not responsible and this warranty does not apply if your Product is (a) opened, modified, or tampered with (including, for example, any attempt to defeat or circumvent any technical limitation or security mechanism, etc.), or its serial number is altered or removed, (b) damaged by any external cause (including, for example, by being dropped, exposed to liquid, used with inadequate ventilation, exposure to freezing or overheating temperatures, etc., or failure to follow instructions in the instruction manual), (c) scratched, dented, etc. or shows other cosmetic damage, or (d) repaired by anyone other than Caregility or a Caregility authorized warranty and repair service provider.

Battery Exclusion: This warranty also does not apply to any consumable goods that are provided as parts of the Product that are used over time until they wear out or are completely depleted in ordinary use including without limitation any batteries and computer cables provided as part of or with the Products.



REMEDIES/LIMITATION OF LIABILITY.

WITH RESPECT TO ANY DEFECTIVE PRODUCT DURING THE WARRANTY PERIOD CAREGILITY WILL, AT CAREGILITY'S OPTION EITHER (A) REPAIR THE PRODUCT WITHIN THE WARRANTY PERIOD ACCORDING TO CAREGILITY'S STANDARD REPAIR PROCESS, OR (B) SHIP A REPLACEMENT WITHIN THE WARRANTY PERIOD AND ACCORDING TO CAREGILITY'S STANDARD REPLACEMENT PROCESS. CAREGILITY REPLACEMENT PARTS USED IN HARDWARE REPAIR OR REPLACEMENT MAY BE NEW OR EQUIVALENT TO NEW OR REFURBISHED. CAREGILITY'S OBLIGATIONS HEREUNDER ARE CONDITIONED UPON THE RETURN OF AFFECTED HARDWARE IN ACCORDANCE WITH CAREGILITY'S THEN-CURRENT RETURN MATERIAL AUTHORIZATION (RMA) POLICY WHICH CAN BE FOUND [HERE](#).

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND CAREGILITY'S ENTIRE LIABILITY FOR ANY BREACH OF THIS EXTENDED LIMITED WARRANTY. CAREGILITY'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL CAREGILITY UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

DISCLAIMER OF WARRANTY

EXCEPT AS OTHERWISE PROVIDED FOR HEREIN, ALL SERVICES AND EQUIPMENT ARE PROVIDED "AS IS" AND CAREGILITY HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND CAREGILITY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CAREGILITY MAKES NO WARRANTY OF ANY KIND THAT THE PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. MOREOVER, IN NO EVENT WILL WARRANTIES PROVIDED BY LAW, IF ANY, APPLY UNLESS THEY ARE REQUIRED TO APPLY BY STATUTE NOTWITHSTANDING THEIR EXCLUSION BY CONTRACT. NO DEALER, AGENT, OR EMPLOYEE OF CAREGILITY IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS EXTENDED LIMITED WARRANTY OR WARRANTY LIMITATION. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE PRODUCTS REMAINS WITH YOU. THE SERVICE IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN THE CONNECTION WITH NUCLEAR FACILITIES, AIRCRAFT SYSTEMS, AIR TRAFFIC CONTROL, WEAPONS SYSTEMS, DIRECT LIFE-SUPPORT MACHINES OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE SERVICE COULD LEAD TO THE DEATH, PERSONAL INJURY OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE. CAREGILITY EXPRESSLY DISCLAIMS ANY WARRANTY WITH RESPECT TO SUCH ACTIVITIES NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY. WHILE CAREGILITY DOES NOT PROHIBIT ACCESS TO THE SERVICE BASED SOLELY ON THE LOCATION OF THE AUTHORIZED USER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES, CAREGILITY DOES NOT



WARRANT THAT IT HAS OBTAINED ALL RIGHTS AND LICENSES TO ALLOW THE PRODUCT TO BE USED OUTSIDE OF THE U.S.

WHILE THE PRODUCTS ARE INTENDED TO BE USED IN THE CONTEXT OF CERTAIN HEALTHCARE ENVIRONMENTS, YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCTS SHALL BE USED BY YOU SOLELY AS A SUPPLEMENTAL RESOURCE TO STANDARD IN-PERSON MEDICAL CARE AND ARE NOT A SUBSTITUTE FOR IN-PERSON CONSULTATION, IN-PERSON MONITORING OF PATIENTS, OR ANY OTHER HEALTH CARE SERVICES PROVIDED BY YOU. WHEN USED IN HEALTHCARE SETTINGS, YOU AND YOUR AUTHORIZED USERS ARE ULTIMATELY AND SOLELY RESPONSIBLE FOR ALL COMPLIANCE WITH AND FOR FOLLOWING ALL APPLICABLE MEDICAL PROTOCOLS AND POLICIES AND FOR ANY MEDICAL CARE AND HEALTHCARE SERVICES RENDERED TO INDIVIDUALS. CAREGILITY DOES NOT WARRANT THAT THE PRODUCTS CAN OR SHALL BE A SUBSTITUTE FOR DIRECT IN-PERSON MEDICAL CONSULTATIONS, DIRECT IN-PERSON PATIENT MONITORING; OR DIRECT IN-PERSON TREATMENT RELATED TO A MEDICAL CONDITION. CAREGILITY EXPRESSLY DISCLAIMS, AND YOU EXPRESSLY RELEASES CAREGILITY FROM, ANY AND ALL LIABILITY RELATING TO PERSONAL INJURY, THIRD PARTY MEDICAL MALPRACTICE CLAIMS, OR OTHER CLAIMS RELATING TO ADHERENCE TO AND COMPLIANCE WITH APPLICABLE MEDICAL PROTOCOLS AND POLICIES AND MEDICAL CARE AND HEALTHCARE SERVICES RENDERED TO INDIVIDUALS IRRESEPTIVE OF WHETHER THE PRODUCTS ARE BEING USED BY YOU AT THE TIME.

Governing Law and Submission to Jurisdiction. By using the Product, you acknowledge and agree that this Extended Limited Warranty is governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New Jersey. Additionally, but using the Product, you acknowledge and agree that any legal suit, action or proceeding arising out of or related to this Extended Limited Warranty shall be instituted exclusively in the federal courts of the United States or the courts of the State of New Jersey in each case located in the State of New Jersey, and Customer unconditionally and irrevocably submits to the exclusive jurisdiction of New Jersey, and waives all objections to the laying of venue (including any objection of forum non conveniens) in, such courts in any such suit, action or proceeding.

Wavier of Jury Trial. By using the Product, you irrevocably and unconditionally waive any right you may have to a trial by jury in respect of any legal action arising out of or relating to this Extended Limited Warranty.

Wall Units

CAREGILITY SKU	Warranty Period
CAR-APS100PRO-5	60 Months
CAR-APS200-5	60 Months
CAR-APS240W-36	36 Months
CAR-APS240W-60	60 Months
CAR-APS260W-NM-36	36 Months
CAR-APS260W-NM-60	60 Months
CAR-APS260W-NM-5	60 Months

Mobile Carts

CAREGILITY SKU	Warranty Period
CAR-APS201C-36	36 Months
CAR-APS201C-60	60 Months
CAR-APS202C-36	36 Months
CAR-APS202C-60	60 Months
CAR-APS250C-36	36 Months
CAR-APS250C-60	60 Months
CAR-APS250C-5	60 Months



CAR-APS270W-NM-36	36 Months	CAR-APS252C-36	36 Months
CAR-APS270W-NM-60	60 Months	CAR-APS252C-60	66 Months
CAR-APS270W-NM-5	60 Months	CAR-APS255C-36	36 Months
CAR-APS322W-36	36 Months	CAR-APS255C-60	60 Months
CAR-APS322W-60	60 Months	CAR-APS260C-36	36 Months
CAR-APS322W-5	60 Months	CAR-APS260C-60	60 Months
CAR-APS340W-36	36 Months	CAR-APS260C-5	60 Months
CAR-APS340W-60	60 Months	CAR-APS301C-36	36 Months
CAR-APS360W-36	36 Months	CAR-APS301C-60	60 Months
CAR-APS360W-60	60 Months	CAR-APS302C-36	36 Months
CAR-APS360W-NM-5	60 Months	CAR-APS302C-60	60 Months
CAR-APS370W-NM-36	36 Months		
CAR-APS370W-NM-60	60 Months		

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