

SCOPE

The following warranty summary supersedes all previously issued warranties and is effective for patient monitoring solutions purchased directly from Mindray North America ("Mindray") and shipped starting June 1, 2021. To the extent that there is any conflict between any earlier warranty and this warranty summary, the terms of this warranty summary shall be controlling. For patient monitoring solutions purchased from Mindray authorized distributors ("Distributors"), please contact your Distributor directly for the warranty statement.

TERM

Mindray warrants that its patient monitoring solutions, when purchased directly from Mindray, will be free from defects in workmanship and materials for a period set forth below from the date of Mindray shipment:

- **BeneVision Distributed Monitoring System (DMS)** including telemetry transmitters, server hardware {central station, workstation, eGateway}, software only products {Mobile App, CMS Viewer, eGateway}): **One (1) year.**
- **New N-Series patient monitors** (multi-parameter patient monitors, BeneLink, N-Series AG multi-gas, AG/BIS multi-gas, Platinum MPM, parameter and recorder modules, module racks and docks): **Five (5) years.**
- **New vital signs monitors:** **Three (3) years.**
- **New ePM patient monitors** (multi-parameter patient monitors and eGM multi-gas module): **Three (3) years.**
- **New accessories serialized by Mindray** (including central station displays, parameter cable pods, telemetry battery chargers): **One (1) year.**
- **New non-serialized accessories** (including reusable ECG cables, reusable NIBP cuffs, rechargeable batteries, power cords): **Ninety (90) days.**
- **New consumable accessories** (including paper, single patient use ECG lead wires and electrodes, single patient use temperature probes and probe covers, single patient use NIBP cuffs, single patient use SpO₂ sensors, single patient use CO₂ accessories, and disposable batteries): **Up to first use within six (6) months.**
- **Mindray Certified Refurbished monitoring solutions:** **Six (6) months.**

Damage to any product or parts through misuse, neglect, accident, or by attaching any non-standard

accessories, or by any customer modification, voids this warranty. Mindray makes no warranty whatsoever in regard to third-party accessories, such being subject to the warranties of their respective manufacturers.

REPAIR OR REPLACEMENT

In the case that repair or replacement is required during the applicable warranty term as identified above, Mindray will provide the following services:

- **N1, ePM & vital signs monitors:** Upon request and authorization by Mindray service personnel, a service loaner will be shipped via overnight delivery (provided such service is available). Prior to shipping the customer system to Mindray's Repair Center, the customer is solely responsible for backing up all stored data and system presets. Mindray shall not be responsible for any lost data. Upon receipt at Mindray, the system will be repaired and returned. The service loaner must be returned promptly to avoid additional charges.
- **BeneVision DMS and N-Series monitors:** On-site repair is provided by Mindray service representatives during normal business hours. In the event that repairs cannot be completed on-site, a service loaner will be configured and put in place prior to shipping the customer system to Mindray's Repair Center. The customer is solely responsible for backing up all stored data and system presets. Upon receipt at Mindray, the system will be repaired and returned. The service loaner must be returned promptly to avoid additional charges.

A condition of this warranty is that the equipment or accessories which are claimed to be defective be returned when authorized, freight prepaid to Mindray North America or its authorized representative. Mindray shall not have any responsibility in the event of loss or damage in transit.

SOFTWARE UPDATES

Software updates are offered at the sole discretion of Mindray. Software updates provide changes, which enable the software to perform in accordance with the product specifications defined at the time of equipment purchase. Software updates do not include new features, options, and new hardware or software operating systems when such hardware or software is specifically required for operation of the software update.

DISCLAIMER: LIMITATION OF LIABILITY

Except as expressly set forth herein, Mindray disclaims all other express and implied warranties, including warranties of merchantability, non-infringement and fitness for a particular purpose, and of any other obligation on the part of Mindray. Mindray shall not be liable for any incidental, special, or consequential loss, damage, or expense directly or indirectly arising from the use of its products. Liability under this warranty, and the buyer's exclusive remedy under this warranty, is limited to servicing or replacing, at Mindray's sole option, any product which shall, under normal use and service, appear to Mindray to have been defective in material or workmanship.

WARRANTY

Mindray warrants that components within its products will be free from defects in workmanship and materials for the period of time defined in the "Terms" section above commencing from date of shipment from Mindray to the user.

Recommended preventative maintenance, as prescribed in the service manual, is the responsibility of the user and is not covered by this warranty.

No agent, employee, or representative of Mindray has any authority to bind Mindray to any affirmation, representation, or warranty concerning its products, and any affirmation, representation or warranty made by any agent, employee, or representative shall not be enforceable by buyer or user.

EXCLUSIONS

Mindray's obligation or liability under this warranty does not include any transportation (or other) charges; liability for direct, indirect or consequential damages or delay resulting from the improper use, failure to follow recommended maintenance procedures, application of the product or the use of parts or accessories not approved by Mindray or repairs by people other than Mindray authorized personnel.

This warranty does not extend to:

- Malfunction or damage caused by improper use or man-made failure.
- Malfunction or damage caused by unstable or out-of-range power input.
- Malfunction or damage caused by force majeure events, such as (i) flood, fire and earthquake or similar elements of nature or acts of God; (ii) riots, war, civil disorders, rebellions, or revolutions in any country; or (iii) any other cause beyond the reasonable control of Mindray.
- Malfunction or damage caused by improper operation or repair by unqualified or unauthorized service people.
- Malfunction of the instrument or part whose serial number is not legible.
- Others not caused by instrument or part itself.