

SCOPE

The following warranty summary is effective for ultrasound solutions sold by Mindray North America to authorized distributors ("Distributors"). Please refer to separate warranty statement for ultrasound solutions purchased by an end user directly from Mindray North America.

TERM

Mindray North America ("Mindray") warrants that its ultrasound solutions will be free from defects in workmanship and materials for a period set forth below from the date of Mindray shipment:

- New DP-Series and Z-Series ultrasound systems including veterinary systems (main units) and transducers (excluding mechanical transducers as defined below): Three (3) years.
- New M-Series and TE-Series ultrasound systems including veterinary systems (main units) and transducers (excluding mechanical transducers as defined below): Five (5) years.
- New DC-Series ultrasound systems (main units) and transducers (excluding mechanical transducers as defined below): Three (3) years.
- -New mechanical transducers (including TEE, 3D/4D and laparoscopic transducers): One (1) year.
- New accessories (including but not limited to mobile trolley, transducer extend module, ECG Module, DVD Writer, batteries, needle guides, ECG cables, and power cords): One (1) year.
- Mindray Certified Refurbished ultrasound systems and transducers (excluding mechanical transducers as defined below): One (1) year.
- Mindray Certified Refurbished mechanical transducers (including TEE, 3D/4D, and laparoscopic transducers): Six (6) months.

Not covered under this warranty are consumable items such as, but not limited to, gel, paper, and travelling carrying cases.

REPAIR OR REPLACEMENT

In the case that repair or replacement is required during the warranty or extended warranty term:

- Portable ultrasound systems: Upon authorization, the system will be shipped to Mindray or Mindray authorized service Distributor. Prior to shipping, the customer should back up all stored data and system presets and remove any patient data. A service loaner may be provided at a fee (provided

such service is available). Any service loaner must be returned promptly to avoid additional charges.

- Cart-based systems: For DC-Series systems, on-site service is provided by the Mindray authorized service Distributor during normal business hours. Parts-only replacement is provided by Mindray, subject to the conditions below.
- Transducers: During the warranty and extended warranty term, transducers may be repaired or replaced as determined by Mindray service personnel.

PARTS REPLACEMENT AND EXCHANGE

When Distributor accepts delivery of an advanced replacement or exchange part, the Distributor accepts the responsibility of returning a comparable item to Mindray. The replaced part or exchanged part to be returned to Mindray in this process must be:

- (i) Delivered in a proper and protective shipping container so as to avoid damage to the part during shipment to Mindray,
- (ii) Of the same type and part number and for the same equipment as the advanced replacement or exchange part and must be identified for return by the assigned Mindray RMA number,
- (iii) With no signs of physical abuse or mishandling.
- (iv) If an item is returned with signs of physical abuse or mishandling as determined by Mindray, the Distributor will be invoiced and responsible for the entire current list price of the replacement part with payment received by Mindray within thirty (30) days from the date of shipment from Mindray of the replacement part.
- (v) If the replaced part is not received within thirty (30) days from the date of shipment from Mindray of the replacement part, the Distributor will be invoiced and responsible for the entire current list price of the replacement part with payment received by Mindray within thirty (30) days.

LIVING TECHNOLOGY™

Mindray software updates, when and if available, will be made available at no charge while the system is under warranty. Software updates provide changes, enhancements and improvements that enable the software to perform in accordance with the product specifications defined at the time of equipment purchase. Software updates do not include new software features or options, or new hardware or software operating systems (when such hardware or software is specifically required for operation of the software update). Software updates are offered at the sole discretion of Mindray North America. Installation is not included. Technical assistance is available during regular business hours. On-site installation and/or additional clinical application support can be scheduled by the Mindray Distributor at additional charge.

DISCLAIMER: LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH HEREIN, MINDRAY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Mindray will 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 the warranty, is limited to servicing or replacing, at Mindray option, at the factory or an authorized Distributor, any product which shall under normal use and service appears to Mindray to have been defective in material or workmanship.