

SCOPE

The following warranty summary supersedes all previously issued warranties and is effective for anesthesia systems purchased directly from Mindray North America ("Mindray") and shipped starting January 1, 2022. To the extent that there is any conflict as between any earlier warranty and this warranty summary, the terms of this warranty summary shall be controlling. For anesthesia systems purchased from Mindray authorized distributors ("Distributors"), please contact your Distributor directly for the warranty statement.

TERM

Mindray warrants that its Mindray anesthesia systems, 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:

- **New anesthesia systems**, including A4, A5, A7 Advantage Anesthesia Systems and A8, A9 Anesthesia Systems: **Three (3) years**.
- **Multi-gas modules:**
N-Series multi-gas module: **five (5) years**
eGM multi-gas module: **three (3) years**.
- **Vaporizers**, including Electronic and Mechanical Vaporizers: **One (1) year**.
- **New non-serialized accessories** (including but not limited to gas hoses, O₂ sensor, external suction regulator, breathing system accessories, rechargeable batteries, power cords): **Ninety (90) days**.
- **Consumable accessories** (including single patient use CO₂ accessories and disposable batteries): **Up to first use within six (6) months**.
- **Mindray Certified Refurbished anesthesia systems:** **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:

- **Anesthesia systems:** On-site repair is provided by Mindray service representatives during normal business hours.

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, or its authorized representative. Mindray shall not have any responsibility in the event of loss or damage in transit.

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.
- Other malfunction or damage not caused by instrument or part itself.