

## MediPort Extended Warranty Programs

Thank you for your purchase of a MediPort medical grade workstation. MediPort products receive a thorough inspection for quality and performance prior to shipment. All components used in the manufacture of the MediPort are designed and rigorously tested to ensure the best possible up-time performance level.

The Limited Extended Warranty period for this Maxant MediPort workstation is **either two or three-year parts and factory repair labor**, depending on which term was purchased. The Limited Extended Warranty period starts on the **date of invoice**. Warranty service indicated here reflects extended level warranty offerings.

Maxant may repair or replace Maxant MediPort workstations a) with new or reconditioned products or parts equivalent to new in performance and reliability, or b) with equivalent products to an original product that has been discontinued. Replacement parts are warranted to be free from defects in material or workmanship for ninety (90) days or for the remainder of the limited extended warranty period, whichever is longer. In the unlikely event that your Maxant MediPort workstation has recurring failures, Maxant, at its sole discretion, may elect to provide you with a replacement workstation selected by Maxant that is the same or equivalent to your Maxant MediPort workstation in performance, fit, and function or give you a refund of your purchase price instead of a replacement. This is your exclusive remedy for defective products.

Your Maxant MediPort now includes our new remote diagnostic software, Medic Managed Solution, which continuously monitors the unit to make sure that everything is running satisfactorily. If there is a problem with the unit a message will be sent to our diagnostic team stating that there is a problem in a particular part of the machine which needs attention. This new feature works behind the scenes to protect the unit from failure by locating problems before they actually happen. If your Maxant MediPort workstation fails during the Limited Extended Warranty period and the suggestions in this manual do not solve the problem, you can receive support by calling the MediPort technical support line at 847.588.2280 or email [Support@maxant.com](mailto:Support@maxant.com). Provide the MediPort workstation serial number and model number when you contact Maxant. Refer to the owners' record on page 4 of technical manual.

Maxant may, at its sole discretion, determine if a workstation can be repaired:

- Remotely
- By a Maxant authorized repair technician
- By Maxant factory repair

If Maxant factory repair is required, you will be asked to ship your Maxant MediPort workstation to the Maxant factory service location for the warranty repair. All Maxant customers will be required to pay for shipping of parts and/or

units to the Maxant factory for repair/return. Maxant will pay for shipping from factory to customer. During the first 30 days after purchase, Maxant will pay for all inbound shipping. You must return the workstations to Maxant in their original packaging, prepay shipping charges, and insure the shipment or accept the risk if the workstations are lost or damaged in shipment. If the original packaging is not available, Maxant will immediately ship the approved packaging materials to you. Maxant's shipping policy has been that all returned parts to the customer will be shipped via the carrier of our choice to an address within the continental United States.(excludes Hawaii, Alaska, Puerto Rico and U.S. possessions as territories). Should the customer prefer any other shipping method, customer can provide carrier account numbers for the freight collect shipment or will be responsible for the difference between the cost from our carrier of choice and the customers preferred shipping method. Typical repair time is 1 day exclusive of shipping transport time and is predicated upon availability of replacement parts.

Maxant requires that the defective part be returned for warranty credit. If the defective part has not been returned to Maxant within 30 days, the charge will remain in effect. Any components and/or units returned to Maxant without an attached Maxant provided RGA # (Returned Goods Authorization Number) will not be credited back to the distributor. For any warranty deposit part request, a PO # must be issued by a Maxant approved distributor, without which, Maxant cannot send the requested part.

Should the returned part/unit incur any physical damage due to improper shipping methods, Maxant will not issue credit for damaged parts; instead the customer is to file an insurance claim with the shipping carrier to recover the non-credited Maxant fee.

This Maxant hardware limited extended warranty gives you, the customer; express limited extended warranty rights from Maxant the manufacturer.

Maxant makes no other express warranty or condition whether written or oral and Maxant expressly disclaims all warranties and conditions not stated in this limited extended warranty. To the extent allowed by the local law of jurisdictions outside the United States, Maxant disclaims all implied warranties or conditions including any implied warranties of merchantability and fitness for a particular purpose. For all transactions occurring in the United States, any implied warranty or condition of merchantability, satisfactory quality, or fitness for a particular purpose is limited to the duration of the express warranty set forth above.

**MAXANT DOES NOT WARRANT THAT THE OPERATION OF THIS WORKSTATION WILL BE UNINTERRUPTED OR ERROR-FREE. MAXANT IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR THIS MAXANT MEDIPORT WORKSTATION. MAXANT IS NOT RESPONSIBLE FOR LIMITED WARRANTY SERVICE TO A WORKSTATION THAT EXHIBITS PHYSICAL**

DAMAGE. THE LIMITED WARRANTY IS VOIDED IF REPAIRS OR MODIFICATIONS ARE MADE TO THE WORKSTATION THAT HAS NOT BEEN AUTHORIZED BY MAXANT. The term "Maxant MediPort Workstation" is limited to the hardware components and required firmware. The term "Maxant MediPort Workstation" DOES NOT include any 3<sup>rd</sup> party software applications or programs or non-Maxant products.

IF YOUR MAXANT HARDWARE WORKSTATION FAILS TO WORK AS WARRANTED ABOVE, THE MAXIMUM LIABILITY OF MAXANT UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSOR OF THE PRICE YOU HAVE PAID FOR THE WORKSTATION OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE. IN NO EVENT WILL MAXANT BE LIABLE FOR ANY DAMAGES CAUSED BY THE WORKSTATION OR THE FAILURE OF THE WORKSTATION TO PERFORM, INCLUDING ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. MAXANT IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY. THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM IS MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED MAXANT OR AN AUTHORIZED REPRESENTATIVE OF MAXANT OF THE POSSIBILITY OF ANY SUCH DAMAGES.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY.

### **Customer Responsibilities**

In order to avoid the risk of charges for issues not covered by your limited extended warranty, you will be asked to assist Maxant as follows:

- Upon receiving the workstation, verify configurations.
- Implement temporary procedures or workarounds provided by Maxant until the final solution is provided.
- Use Maxant remote support solutions whenever possible as onsite support can result in additional charges.
- Make periodic backup copies of your files, data or programs stored on the hard drive as a precaution as the repair procedure may result in the loss of all information stored on the hard drive.
- Cooperate with Maxant in attempting to resolve any warranty issues.