



Five Year Factory Warranty

ZOLL Medical Corporation (ZOLL) warrants to the Customer that from the date of installation, or thirty (30) days after the date of shipment from ZOLL's facility, whichever first occurs, the equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for a period of five (5) years. Accessories and electrodes shall be warranted for ninety (90) days from date of shipment. During such period ZOLL will at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the equipment found to be defective in material or workmanship, ZOLL's regular service charges shall apply.

ZOLL shall not be responsible for any equipment defect, the failure of the equipment to perform any specified function, or any other nonconformance of the equipment caused by or attributable to: (i) any modification of the equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the equipment with any associated or complementary equipment, accessory or software not supplied by ZOLL; (iii) any misuse or abuse of the equipment; (iv) exposure of the equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or wiring of the equipment other than in accordance with ZOLL's instructions.

This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, patient cables and accessories. The foregoing warranty does not apply to software included as part of the equipment (including software embodied in read-only memory, known as "firmware"). The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL for any breach of any warranty related to the equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.