

iWorx Hardware Warranty Agreement

Extent

This Agreement is between iWorx Systems Inc. [‘iWorx’] and the purchaser [‘the Purchaser’] of any iWorx product — software, hardware or both — and covers all obligations and liabilities on the part of iWorx, the Purchaser, and other users of the product. The Purchaser (or any user) accepts the terms of this Agreement by using the product. Any changes to this Agreement must be recorded in writing and have iWorx’s and the Purchaser’s consent.

Responsibilities

The Purchaser and any others using any iWorx product agree to use it in a sensible manner for purposes for which it is suited, and agree to take responsibility for their actions and the results of their actions. If problems arise with an iWorx product, iWorx will make all reasonable efforts to rectify them. This service may incur a charge, depending on the nature of the problems, and is subject to the other conditions in this Agreement.

Intended Use

Products supplied by iWorx are intended for use in teaching and research applications and environments. Products supplied by iWorx are NOT intended to be used as medical devices or in medical environments. That is, no product supplied by iWorx is intended to be used for diagnosis, treatment, or monitoring of a subject. Furthermore, no product is intended for the prevention, curing or alleviation of disease, injury or handicap.

Where a product meets IEC 60601-1 it is under the principle that it is a more rigorous standard than other standards that could be adopted, and it provides the most appropriate safety level for subjects and operators.

The choice to meet IEC 60601-1 is in NO WAY to be interpreted to mean that a product is a medical device, may be interpreted as a medical device, or is safe to be used as a medical device.

General Limitations

iWorx products are produced to high standards, and should perform as described in the supplied documentation. There is a limited hardware warranty, and technical support is provided for all products. Nevertheless, since iWorx products could be affected by external factors (for instance, the computer system on which they run), absolute performance and reliability cannot be guaranteed. No warranty, either expressed or implied or statutory, other than that contained in this Agreement, is made in respect to iWorx products. The Purchaser therefore assumes all risks as to the performance and reliability of the products, and the results gained using them. iWorx is not responsible for any problems with the computer system not directly related to iWorx products. iWorx neither assumes or authorizes any person to assume on its behalf any liability in connection with the sale, installation, service or use of its products. iWorx shall not be held responsible for special, consequential or punitive damages of any kind arising out of sale, installation service or use of its products.

Hardware Warranty

iWorx warrants that iWorx Data Recorders, Amplifiers and Transducers shall be free of defects in material and workmanship for three (3) years from their date of purchase. iWorx also warrants that iWorx Specialized Instruments, such as the IX-Peak and IX-PeakPro, shall be free of defects in material and workmanship for one (1) year from their date of purchase. If there is such a defect, iWorx will repair or replace the equipment as appropriate, and the duration of the warranty shall be extended by the length of time needed for repair or replacement.

To obtain service under this warranty, the Purchaser must notify the nearest iWorx office, or Authorized Representative, of the defect before the warranty expires. The iWorx or Representative office will advise the Purchaser of the nearest service center address to which the Purchaser must ship the defective product at his or her own expense. The product should be packed safely, preferably in its original packaging. iWorx will pay return shipping costs.

Hardware Warranty Limitations

This warranty applies only to the hardware specified in this document and used under normal operating conditions and within specification. Third party equipment is covered by the manufacturer's warranty. It does not cover hardware modified by the User in any way, subjected to User-caused unusual physical, electrical or environmental stress, used with incorrectly wired or substandard connectors or cables, damage caused by the misuse or mishandling of the equipment, or with the original identification marks altered. Tampering with or breaking of the Warranty Seal will also void the warranty. iWorx does not warrant that equipment is suitable for any specific purpose, other than that explicitly stated by iWorx.

Product Types & Warranty Term

iWorx manufactured products covered by three (3) year warranty

1. Data Recorders: iWorx Data Recorders, excludes metabolic systems.
2. Amplifiers: The ETH and the IA series Signal Conditioners, except ETH-3000 and ETH-3100
3. Transducers: The entire range of iWorx transducers, except ES-300, and sensors exposed to body fluids such as BP-100.

iWorx manufactured products covered by one (1) year warranty

1. Gas Analysers: GA-200 and GA-300
2. Pulse Oximeters: PO2-100D, PO2-200D, PO2-100U
3. Amplifiers: ETH-3000, ETH-3100
4. Metabolic Systems: IX-PEAK and IX-PEAKPRO
5. ES-300 Electronic Stethoscope
6. Sensors for National Instrument, such as IX-BIK, IX-BIA, IX-CEK and IX-PK.
7. REACH products, such as REACH-DL

Sensors exposed to body fluids

1. Sensors such as the BP-100, BP-102 etc., are covered by a 30 day warranty. They cannot be

returned if they have been exposed to body fluids.

Consumables/Disposables, electrodes and accessories

1. Consumables/Disposables, electrodes and accessories are covered by a fourteen (14) days Inspection Upon Receipt warranty.

Third Party Products

1. Products not manufactured by iWorx are covered by the manufacturer's warranty.

Controlling Law and Severability

This agreement shall be governed by and construed in accordance with the Uniform Commercial Code.

Technical Support

The Purchaser is entitled to free technical support for any iWorx product. Our technical support staff can provide advice concerning installation and operation of iWorx products. Services outside of this may incur a charge. Technical support staff will not provide experimental protocols or procedural instructions for conducting experiments. However, information of this type may be provided in the supplied product documentation, or on iWorx websites.

Inquiries

For additional information or service inquiries please contact the nearest iWorx office or Authorized Distributor.

For contact details see www.iWorx.com.

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