

Warranty

Effective Date 5/27/2020

- 1. WARRANTY COVERAGE:** Capsa Healthcare warrants to the original user of its products that the products will, at the date of initial purchase, meet the applicable specification for such products and will be free from any defects in materials or manufacture under normal use for the standard warranty period stated in the products warranty (see table below).
- 2. DISCLAIMER OF WARRANTY OF PRODUCT SUITABILITY:** Capsa Healthcare makes no warranty to the purchaser or any third party that its products are suitable for a particular application or design. Many states and localities have differing codes or regulations governing the installation and/or use of Capsa Healthcare products. Capsa Healthcare cannot guarantee compliance with such regulations; purchaser is solely responsible for safe and correct installation and use of the product and for compliance with applicable codes and regulations.
- 3. EXCLUSION OF IMPLIED WARRANTIES:** This warranty is the only warranty applicable to this product and excludes all other warranties, including any WARRANTY OF MERCHANTABILITY, any warranty of fitness for a particular purpose, and any implied warranties otherwise arising from cause of dealing or usage of trade.
- 4. REMEDIES FOR NON-CONFORMITY:** If the product purchased does not conform to the applicable warranty, Capsa Healthcare will provide at its option, and in accordance with the procedures in the following section, one of the following remedies: (1) repair of the non-conforming product, (2) replacement with a conforming product, (3) refund of the original purchase price. THESE REMEDIES SHALL BE THE EXCLUSIVE AND SOLE REMEDY for any breach of warranty.
- 5. LIMITATION OF LIABILITY:** CAPSA HEALTHCARE WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES resulting from any defect in the product purchased.

Powered Products	Standard	Optional
Trio Powered M38e Powered CareLink Powered Avalo ACi / LTCi Medication	Parts + Labor 3 year	Parts + Labor or Parts Only 5 year
Non-Powered Products	Standard	Optional
M38e Non-Powered CareLink Non-Powered	Parts + Labor 3 year	Parts + Labor or Parts Only 5 year
M40, SlimCart, Kidney Cart	Parts Only: 3 year	Parts Only: 5 year
LX5, AC Medication	Parts Only: 5 year Mechanical, 2 year Electronic Locking System, 1 year Lock Cylinder, 1 year Drawer Glides, 3 year Casters	Locking Systems & Electronics: 5 year
Avalo LTC Medication M-Series, Vintage Series Avalo Medical, I-Series Medical	Parts Only: 10 year Mechanical, 2 year Electronic Locking System, 1 year Lock Cylinder, 1 year Drawer Glides, 3 year Casters	N/A
Cassette Transfer	Parts Only: 3 year Mechanical, 1 year Locking System, 3 year Casters	N/A
AX Series Arms Fluid Series Arms (ULT, UHD) Tandem & Slim Line Arms	Parts Only: 5 year	N/A
Computing Cabinets (423, 430) Vintage Series Cabinets	Parts Only: 5 year Mechanical, 1 Year Lock System, 1 year Pull-Out Shelf	Parts Only: 5 year Electrical N/A
Batteries	Standard	Optional
Lithium Iron Phosphate (integrated or swappable)	Parts Only: 3 year	Parts Only: 5 year (credit 60% year 4, 50% year 5 toward new battery purchase)
Sealed Lead Acid (SLA)	Parts Only: 60 day	N/A

* As part of pre-paid equipment service program. ** Optional Labor offering limited to United States and Canada product installations only.

Terms & Conditions

All Capsa Healthcare Product Lines

- 1. TERMS OF PAYMENT:** Unless otherwise stated and subject to credit approval, terms of payment will be Net 30 days from the invoice date. Exceptions must be specified in writing and have the approval of Capsa Healthcare. The warranty shall be void for any goods which have not been paid for within payment terms granted by Capsa Healthcare. A finance charge of 1.5% per month will be levied for payment that extend beyond agreed upon terms.
- 2. MINIMUM ORDER/RELEASE:** Minimum order or release accepted is \$100.00.
- 3. FREIGHT TERMS:** All freight is prepaid and added to invoice. Domestic shipments: FOB Factory; International shipments: EX-Works Factory, freight quote subject to change based on destination, fuel surcharges, force majeure or guaranteed delivery window of expedited route. Special Delivery requests and requirements must be noted at the time of quote creation. Storage fees may apply in cases where order must be picked-up and a delay is recognized in excess of 48-hours after scheduled pick-up time. Freight amounts are not included for parts orders. Freight for parts orders will be calculated at the time of shipment and added to your final order invoice.
- 4. TAXES:** Line item prices do not include sales, use or excise taxes; however, Capsa Healthcare will assume buyer is subject to applicable sales and use taxes and include these taxes in total on buyer invoices at buyer's responsibility until buyer provides Capsa Healthcare with a valid tax exemption certificate for the jurisdiction where product is being shipped.
- 5. PRICING:** Capsa Healthcare reserves the right to adjust prices periodically as market conditions dictate. If any changes are necessary, customers will be notified 30 days in advance of adjustments. All quotes provided in U.S. dollars.
- 6. DELAYS:** Any shipping date stated by Capsa Healthcare is best estimate, and Capsa Healthcare makes no guarantee of shipment by any date and shall have no liability or other obligation for failure to ship on such date, regardless of cause. In addition, Capsa Healthcare shall not be liable for any loss or delay in delivery owing to strikes, accidents, earthquakes, war, embargoes, riots, civil disturbances, acts of government, fires, transportation delays, or any cause beyond its control.
- 7. RISK OF LOSS AND INSPECTION:** Title and risk of loss pass to buyer on delivery to common carrier. If the product is damaged in transit to the purchaser, the purchaser should file a claim with the carrier. Purchaser shall inspect the products promptly upon receipt and immediately notify Capsa Healthcare of any non-conformance issues.
- 8. RETURNS:** An RMA (Return Material Authorization) is required for all returned goods and is available by contacting your Sales or Customer Service Representative. All non-warranty returns are subject to a restocking charge of 25%. All non-warranty returned goods must be returned within 30-days of receipt, in original packaging, and in unused condition. "Non-standard", used, or items received beyond the 30-day return window will not be accepted.
- 9. DISPUTES:** The parties will attempt in good faith to promptly resolve any dispute arising hereunder by negotiations between representatives of the parties who have authority to settle the dispute. If unsuccessful, the parties will further attempt in good faith to settle the dispute by non-binding third-party mediation, with mediator fees and expenses apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in accordance with the terms hereof. These procedures are the exclusive procedures for the resolution of all such disputes between the parties.
- 10. GOVERNING LAW AND FORUM:** The agreement evidenced hereby and all disputes arising there under will be governed by and interpreted in accordance with the internal laws and will be subject to the exclusive jurisdiction of the courts of the state of Oregon, in the country of the United States of America in which Seller's principal place of business resides, but specifically excluding the provisions of the 1980 UN Convention on Contracts for the International Sales of Goods. Should any term or provision hereof be held wholly or partly invalid or unenforceable under applicable law, the remainder of the agreement evidenced hereby will not be affected thereby.



CAPSAHEALTHCARE