

## **WALDMANN/DERUNGS Medical Lighting – Limited Five Year Warranty**

The limited warranty described below is provided by Waldmann Lighting Company and its affiliates (collectively identified as “Waldmann”) with respect to all Medical Lighting products identified as such by Waldmann. The Five-Year Limited Warranty (“Warranty”) applies to qualified products purchased after January 1, 2022. Products purchased prior to this date shall have warranty coverage effective as of the time of purchase.

This Warranty is provided only to the original end-user purchaser (“Purchaser”) of the qualified product and is not transferrable to any other party. Any claim being made under this Warranty must be accompanied by a dated proof of purchase for the qualified product.

- 1. LIMITED WARRANTY.** Waldmann warrants to the purchaser that for a period of five (5) years from the date of shipment (“Warranty Period”) of the qualified products, when delivered in new condition and in its original packaging, they will be free from defects in materials and workmanship and will conform to the published product specifications. Qualified product determined by Waldmann to be defective after return to Waldmann or to a service agent authorized by Waldmann during the Warranty Period will be, at Waldmann’s sole discretion and without charge to purchaser:
  - a.) Repaired utilizing new or comparable refurbished parts or;
  - b.) Exchanged for new or refurbished qualified product or;
  - c.) Refunded for the purchase price paid by purchaser for the defective qualified product.

Except where prohibited by law, the requirements under this Section shall be Waldmann’s sole obligation and liability to purchaser for claims under this Warranty. Qualified product that is repaired or replaced under this Warranty will continue to be covered for the longer of i.) one hundred eighty (180) days from the date of return shipment by Waldmann, or ii.) the remaining duration of the applicable Warranty period.

- 2. WARRANTY EXCLUSIONS AND DISCLAIMERS.** WALDMANN MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE QUALIFIED PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF PURCHASER HAS NOTIFIED WALDMANN OF ITS INTENDED USE FOR THE PRODUCTS), AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY, EXCEPT WHERE PROHIBITED OR RESTRICTED BY LAW. THIS WARRANTY MAY NOT BE ALTERED WITHOUT THE EXPRESS WRITTEN CONSENT OF WALDMANN. NO RESELLER, DISTRIBUTOR, OR ANY OTHER AGENT ACTING ON BEHALF OF WALDMANN SHALL BE AUTHORIZED TO MODIFY THIS WARRANTY IN ANY WAY OR AT ANY TIME.

Waldmann is not responsible for, and the Warranty does not cover any of the following:

- a.) Loss or damage to the qualified product due to abuse, neglect, mishandling, accident, improper installation, improper maintenance, improper storage or failure to follow any product instructions;
- b.) Loss or damage to the qualified product due to connection to an electrical source other than the specific voltage which is specified for the product;
- c.) Loss or damage to the qualified product due to “dirty power”, voltage spikes or any similar occurrences of electrical surge;

## WALDMANN/DERUNGS Medical Lighting – Limited Five Year Warranty (cont'd)

- d.) Defects or damage caused by service, modification, repair or attempted repair by any party other than Waldmann or its authorized service agents;
- e.) Routine product maintenance;
- f.) Any qualified product which has had its serial number or dating altered or removed.

- 3. WARRANTY RETURN, REPAIR AND REPLACEMENT.** To be eligible for Warranty repair or replacement, purchaser must notify Waldmann within thirty (30) days of discovering of any apparent defect in materials or workmanship or failure to conform to the published specifications; and obtain a Returned Materials Authorization (RMA) number from Waldmann Customer Service. Notifications and requests for an RMA are to be submitted by e-mail to [waldmann@waldmannlighting.com](mailto:waldmann@waldmannlighting.com) or by calling Waldmann Customer Service at 1-800-634-0007. To obtain an RMA number the purchaser must provide an original dated proof of purchase. Purchaser is solely responsible for complying with all RMA instructions provided by Waldmann including but not limited to adequately packaging the qualified product for shipment to Waldmann and for all packaging and shipping costs. Waldmann will pay shipping charges associated with the return of any repaired or replaced qualified product to the purchaser.

Waldmann reserves the right to determine, in its sole discretion, whether a returned qualified product is covered under Warranty. If Waldmann determines that any returned qualified product is not covered under Warranty, Waldmann may charge purchaser a reasonable handling fee to return the qualified product to purchaser, at purchaser's expense, or offer purchaser the option of handling the qualified product as a non-warranty return.

- 4. NON-WARRANTY RETURN.** Purchaser may request that Waldmann evaluate and service or repair a qualified product not covered under Warranty, which Waldmann may agree to do at its sole discretion. Before purchaser returns a product for non-warranty evaluation and repair, purchaser must contact Waldmann Customer Service by e-mail at [waldmann@waldmannlighting.com](mailto:waldmann@waldmannlighting.com) or by calling 1-800-634-0007 to request an evaluation and obtain an RMA number. Purchaser is solely responsible for complying with all RMA instructions provided by Waldmann including but not limited to adequately packaging the qualified product for shipment to Waldmann and for all packaging and shipping costs. Upon receipt of an authorized non-warranty return, Waldmann will evaluate the qualified product and contact the purchaser regarding the possibility of repair and the costs and fees associated with purchaser's request. Purchaser shall be responsible for the reasonable cost of Waldmann's evaluation, for the cost of any repairs or services authorized by purchaser, and for the cost of repackaging and returning the qualified product to the purchaser. Any non-warranty repair of a qualified product is warranted for one hundred eighty days (180) days from the date of return shipment by Waldmann to be free from defects in materials and workmanship only, subject to all of the limitations, exclusions and disclaimers in this document.
- 5. DISCLAIMER OF LIABILITY.** WALDMANN SHALL NOT BE LIABLE FOR LOSS OF REVENUES OR PROFITS, EXPENSE FOR SUBSTITUTE SERVICE OR PRODUCTS, STORAGE CHARGES, LOSS OR CORRUPTION OF DATA, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE QUALIFIED PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, EVEN IF WALDMANN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. WALDMANN'S MAXIMUM LIABILITY FOR ANY CLAIM RESULTING FROM THE USE, MISUSE OR INABILITY OF THE PURCHASER TO USE THE QUALIFIED PRODUCT SHALL NOT EXCEED THE PURCHASE PRICE PAID BY PURCHASER FOR THE QUALIFIED PRODUCT.