

The Surgical Company International B.V. 2-Year Limited Warranty
Mistral-Air® Forced Air Warming Units, Fluido® Blood and Fluid Warming Unit,
Fluido® Compact System, Fluido® Air Guard, Fluido® Pressure Chambers, Fluido® Compressor and Fluido® Irrigation Fluid
Warming Unit

The 37Company (“Company”) grants the present warranty to the original end user (“User”) of each of the above products (“Units”) subject to the terms and conditions set out below. This warranty is valid only for Units as defined in this warranty. It does not apply to Mistral-Air® Blankets, Mistral-Air® accessories, Fluido® Disposable Sets, Fluido® Compact Disposable Sets, Fluido® Irrigation Disposable Sets, Fluido® accessories, Fluido® Compact accessories and Fluido® Irrigation accessories, or any other product not specifically mentioned. Distributors are not end users unless they have purchased a unit for their sales representatives’ use.

Warranty

Subject to statutory limitations imposed by applicable law, Company warrants that the Units will be free from defects in material and workmanship for a period of two years from the date of shipment ready. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES APPLICABLE TO THE UNITS, SUCH AS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY THE COMPANY TO THE FULLEST EXTENT PERMITTED BY LAW.

This warranty applies only if the Unit is handled properly and used for the units intended use and in strict accordance with the instructions for use, including operating and care instructions, and provided that the User promptly informs Company of any alleged defect and supplies to Company the proof of purchase (indicating the date of purchase and the date of delivery).

Without limiting the foregoing, this warranty shall not apply if:

- the proof of purchase has been altered or is illegible in any way;
- repairs, modifications and/or alterations to the Unit have been performed by unauthorized service organizations or persons or by the User;
- parts of the Unit other than replacement parts made or approved by Company have been used, if such parts are the cause of damage or failure;
- the Unit was bought used or does not carry a The 37Company trademark Mistral-Air® and Fluido®;
- damage or failure is caused by accidents including but not limited to falls, bumps, short circuits, liquid or fire;
- damage or failure is caused by misuse, fault or negligence;
- the Unit has been used in conjunction with accessories not approved by Company for use with the Unit. More specifically, this limited warranty applies only for the use of Units with Company’s disposable components. The use of any disposable components or parts not manufactured or approved by Company for use with Units invalidates this warranty;
- fraudulent or incorrect information has been provided to Company at the time the Unit is returned.

This limited warranty applies only to User and is non-transferable.

The parts listed below are not covered by this limited warranty or are covered for a more limited warranty period, as indicated:

PARTS	LIMITED WARRANTY PERIOD (from the Date of Shipment ready)
Filters	No warranty provided
Fuses	No warranty provided
Lamps	No warranty provided
Hoses	No warranty provided
Battery (pack)	No warranty provided
Bladders	No warranty provided
Power cords	1 year
Fluido® IV pole	1 year
Mistral-Air® Poles with Basket	1 year
Mounting brackets	1 year
Fluido® Test equipment	1 year
Mistral-Air® Test equipment	1 year

Remedy; Limitations

Subject to the warranty conditions set forth above, if, during the limited warranty period, a Unit or part is found to be defective because of defects in materials and workmanship, it will be repaired or replaced without charge by an identical or at least equivalent Unit or part, subject to the continued availability of the model in question and provided that the approval of Company has been obtained for such repair or replacement in advance of the return of the defective unit to Company. Defective Units or parts must be returned to the distributor from whom the products were purchased. Repair or replacement of a Unit or part under the terms of this limited warranty does not extend the original limited warranty period, i.e., repaired or replaced Units or parts are covered by this limited warranty for the remaining validity period of the original warranty period. As indicated above, this warranty does not apply to certain parts, and other parts have a more limited warranty from their date of delivery to User. User’s exclusive remedy, IN LIEU OF ALL INCIDENTAL, SPECIAL OR ON SEQUENTIAL DAMAGES OF ANY KIND, INCLUDING FOR NEGLIGENCE, is limited to repair or replacement of a defective Unit or part under the terms and conditions of this limited warranty. Company will bear no other liability or expenses. Repair and return or replacement costs will be charged for defects not covered by this limited warranty.