

## **WAVECONTROL'S LIMITED WARRANTY**

WAVECONTROL, S.L., as manufacturer and distributor of WAVECONTROL® brand products, and WAVECONTROL, INC, as Authorized Reseller of WAVECONTROL® brand products in the USA and Canada (and together with WAVECONTROL S.L. “WAVECONTROL”) warrant, subject to the terms of this Limited Warranty, to the first retail purchaser the (“Purchaser”) that the enclosed WAVECONTROL® product (“Product”) is at the time of purchase free from defects in materials and workmanship. This Limited Warranty is exclusively for the benefit of the Purchaser and cannot be transferred or assigned.

The “Warranty Period” for new Products shall be a period of two (2) years, in each case, from the date of delivery. During the Warranty Period, WAVECONTROL will, at its sole and exclusive discretion, either (i) replace or repair any defective or nonconforming Product or component part of the product or (ii) pay an amount not to exceed the purchase price paid for the specific Product for which damages are claimed. Replacement products or component parts may be either new or refurbished. Such repair or replacement is the exclusive remedy under this Limited Warranty. WAVECONTROL may repair or replace any defective or nonconforming Product or component parts any number of times under this Limited Warranty, but such repairs or replacements shall not affect the duration of the Warranty Period.

This Limited Warranty is not a service contract; the Purchaser remains responsible for repair costs customarily related to normal use of the Product. This Limited Warranty does not apply to damage which occurs in shipment; delivery and installation; applications and uses for which this product was not intended; altered product or serial numbers; accidents, abuse, neglect, fire, water, lightning or other acts of nature; use of products, equipment, systems, utilities, services, parts, supplies, accessories, applications, installations, repairs, external wiring or connectors not supplied or authorized by WAVECONTROL which damage this product or result in service problems; incorrect electrical line voltage, fluctuations and surges; customer adjustments and failure to follow operating instructions, maintenance and environmental instructions that are covered and prescribed in the Operations Manual; product removal and reinstallation; and problems caused by pest infestations. This Limited Warranty shall not cover cases of incorrect electric current, voltage or supply, fuses, wiring, cost of a service call for instructions, or fixing installation errors.

To the extent permitted by applicable law, the warranties set forth herein are in lieu of, and exclusive of, all other warranties, express or implied. **ALL OTHER WARRANTIES OTHER THAN THOSE SET FORTH ABOVE, ARE EXCLUDED. THERE SHALL BE NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** If under applicable law the implied warranties set forth above may not validly be disclaimed or excluded, the duration of such implied warranties is limited to the Warranty Period. **IN NO EVENT SHALL WAVECONTROL BE LIABLE FOR ANY OTHER DAMAGES INCLUDING, WITHOUT LIMITATION, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSS OF USE, OR LIABILITIES TO OTHER PARTIES WHETHER IN CONTRACT OR TORT SUSTAINED BY THE PURCHASER OR ANY OTHER PERSON RESULTING FROM THE PURCHASE, LEASE OR USE OF THE PRODUCT OR BY THE NEGLIGENCE OF CUSTOMER EVEN IF WAVECONTROL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

### **PURCHASER RESPONSIBILITIES**

To obtain warranty service, the Purchaser must contact WAVECONTROL using the Return Merchandise Authorization (“RMA”) procedure available in the customer’s Intranet at [www.wavecontrol.com](http://www.wavecontrol.com), (or the procedure that the Company has in place at any given time), during the Warranty Period and promptly after any failure of the Product or component part. The Purchaser shall provide a detailed description of the problem and WAVECONTROL will then provide an RMA number and the address of the facilities to which the Product must be returned freight prepaid by the Purchaser. WAVECONTROL shall only accept returns of Products for which an approved RMA number has been issued and which are accompanied by an itemized statement of defects. All Products returned to WAVECONTROL without an RMA number or which are not accompanied by an itemized statement of defects, may be returned to Purchaser at Purchaser’s expense, and WAVECONTROL shall have no obligation to examine such Product.

The Purchaser must train operators in the safe and proper use of the Product consistent with the Operation Manual provided by WAVECONTROL.

**THIS PRODUCT IS NOT INTENDED TO BE USED AS A MEDICAL DEVICE, TO DIAGNOSE, TREAT, CURE OR PREVENT ANY DISEASE OR CONDITION, OR TO SERVE AS PERSONAL PROTECTION EQUIPMENT. ALTHOUGH THE PRODUCT MAY WARN USERS OF A SPECIFIC ENVIRONMENTAL CONDITION RELATED TO ELECTROMAGNETIC FIELDS, IT IS NOT INTENDED TO PROTECT USERS IN ANY WAY OF ANY ADVERSE HEALTH EFFECT, DIRECT OR INDIRECT, DUE TO THE EXPOSURE TO ELECTROMAGNETIC FIELDS. MORE SPECIFICALLY, THE PRODUCT DOES NOT PROTECT THE USERS**

**OF MEDICAL DEVICES (WHETHER IMPLANTED OR EXTERNAL, ACTIVE OR PASSIVE) OF ANY MALFUNCTION DUE TO THE PRESENCE OF ELECTROMAGNETICS FIELDS.**

**WARRANTY NULLIFICATION**

This Limited Warranty is void and of no effect if the Product or any component part is modified or altered, is subjected to misuse, abuse, or lack of reasonable care, or repairs available under this Limited Warranty are made by persons not authorized by WAVECONTROL. For purposes of this Limited Warranty, “misuse” shall mean misapplication (for example using the equipment as a medical device), improper or excessive use of the Product that results in damage or failure of the Product, for example using the equipment in a manner other than its intended use as recommended and marketed by WAVECONTROL. “Abuse” shall mean mistreatment that results in damage to the Product, for example dropping or shaking the Product resulting in broken parts, cracks, leaks, or crushing. “Lack of reasonable care” shall mean that the Product is not being used in a manner that a reasonable person would use the Product, for example failure to use the Product in accordance with the Operation Manual provided by WAVECONTROL.

**OTHER CONDITIONS**

No agent, employee, representative, distributor, or dealer of WAVECONTROL, is authorized to change, modify or alter this Limited Warranty in any manner whatsoever, or to make any additional warranties regarding the Product. Accordingly, any statements or representations regarding the Product not specifically contained in this Limited Warranty shall be void and of no effect and should not be relied upon by any purchaser unless such statement or representation is in writing and signed by an authorized representative for this subject of WAVECONTROL.

No claim for breach of warranty, or any other claim, in tort, contract, or otherwise, arising out or related to WAVECONTROL’s products, may be commenced more than two (2) years following the delivery date of the Product or the accrual of the claim, whichever occurs first. All disputes with respect to this Limited Warranty shall be heard exclusively by the courts of New York and the parties agree to the jurisdiction of such courts. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New York for purposes of all legal proceedings arising out or relating to this Limited Warranty or the transactions contemplated hereby, and each of the parties agrees not to commence any legal proceedings relating thereto except in such courts. Each of the parties waived any right it has to object to an action brought in those courts, to claim that the action has been brought in an inconvenient forum, or to claim that those courts do not have jurisdiction. In no event shall WAVECONTROL be liable for any breach of warranty in any amount exceeding the purchase price paid by the Product.

The limitations of liability and other provisions of this Limited Warranty shall inure to the benefit of WAVECONTROL, its assigns and successors.

SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATIONS OF LIABILITY SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO THE PURCHASER. THE PURCHASER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THIS WARRANTY. WAVECONTROL DOES NOT WARRANT THE PRODUCTS WITH RESPECT TO THIRD PARTY SOFTWARE PROGRAMS OR THAT THE PRODUCTS WILL MEET THE PURCHASER’S REQUIREMENTS.

**SAFETY NOTICE**

PROPER MAINTENANCE AND REPAIR ARE ESSENTIAL TO THE SAFE AND RELIABLE OPERATION OF THE PRODUCT. SERVICE AND MAINTENANCE PROCEDURES RECOMMENDED BY WAVECONTROL ARE DESCRIBED IN THE OPERATIONS MANUAL. SOME OF THESE OPERATIONS MAY REQUIRE THE USE OF SPECIAL TOOLS OR DEVICES, WHICH SHOULD ONLY BE USED BY TRAINED PERSONNEL WHEN AND AS RECOMMENDED IN THE OPERATIONS MANUAL. THE INSTRUCTIONS CONTAINED IN THE OPERATIONS MANUAL ARE NOT INTENDED AS A SUBSTITUTE FOR TRAINING AND EXPERIENCE IN THE PROPER AND SAFE USE OF THE PRODUCT.