

LIMITED PRODUCT WARRANTY Xltek and Bio-logic Neurodiagnostic Supplies

Natus Medical Incorporated (“Natus”) warrants to the initial purchaser (“Purchaser”) that each new Warranted Product, as defined below, purchased hereunder will be free from Defects, as defined below, during the Warranty Period, as defined below.

Warranted Product is defined as: Xltek and Bio-logic Neurodiagnostic disposable and reusable supplies and accessories made by Natus.

Please note, products that are distributed by Natus are warranted as per the manufacturer’s suggested warranty policy.

Defect is defined as: defects in workmanship or materials appearing upon first use and reported to Natus within ninety (90) days from the date of shipment to Purchaser (“**Warranty Period**”).

Natus’ only obligation under this limited warranty is limited to replacement of any Warranted Product (or part thereof) that Natus reasonably determines to be covered by this limited warranty. Replacement of any Product under this limited warranty does not extend the Warranty Period.

To request replacement under this limited warranty, Purchasers outside the United States should contact, within the Warranty Period, the Natus Authorized Distributor from whom the Product was purchased. Purchasers in the United States should contact, within the Warranty Period, Natus Technical Services at 2568 Bristol Circle, Oakville, Ontario, L6H 5S1, Canada, telephone 1-800-387-7516 or +1-905-829-5300 or an authorized service provider, website www.natus.com. If, on the basis of the information provided by the Purchaser, Natus reasonably believes that the Warranted Product is covered by this limited warranty, Natus will authorize Purchaser to return the Warranted Product (or part thereof) to Natus or its authorized service center. If the Warranted Product is to be repaired rather than replaced, the Warranted Product will be repaired and returned to the Purchaser. Natus shall determine whether to replace Warranted Products and parts covered by this limited warranty and all Warranted Products or parts replaced shall become the property of Natus. In the course of warranty service, Natus may, but shall not be required to, make engineering improvements to the Warranted Product or part thereof.

Shipping Procedures

If Natus determines that a Warranted Product will be replaced under this limited warranty, Natus shall bear the costs of shipping the replacement product to the Purchaser. All other shipping costs shall be paid by Purchaser. Risk of loss or damage during shipments under this limited warranty shall be borne by the party shipping the product.

Warranted Products shipped by the Purchaser under this limited warranty shall be suitably packaged to protect the Warranted Product. If Purchaser ships a Warranted Product to Natus in unsuitable packaging, any physical damage present in the Warranted Product on receipt and inspection by Natus (and not previously reported) will be presumed to have occurred in transit and will be the responsibility of the Purchaser.

Exclusions

This limited product warranty does not extend to any Warranted Product or parts thereof: (a) that have been subject to misuse, neglect or accident, (b) that have been damaged by causes external to the Warranted Product, including by but not limited to failure of or faulty electrical power, (c) that have been used in violation of Natus’ instructions for use, (d) that have been attached to any accessory or attachment that has not been subject to Natus’ control over quality of materials and design, (e) on which the serial number has been removed or made illegible, (f) that have been modified by anyone other than Natus or its authorized service center, unless authorized prior to such service by Natus.

THIS WARRANTY, TOGETHER WITH ANY OTHER EXPRESS WRITTEN WARRANTY THAT MAY BE ISSUED BY NATUS, IS THE SOLE AND EXCLUSIVE WARRANTY AS TO NATUS' PRODUCTS DEFINED HEREIN, EXTENDS ONLY TO THE PURCHASER AND IS EXPRESSLY IN LIEU OF ANY OTHER ORAL OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NATUS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) DIRECTLY ARISING FROM THE SALE, INABILITY TO SELL, USE OR LOSS OF USE OF ANY PRODUCT.