

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Natus Neurology Incorporated warrants this **Nicolet Elite, Pocket-Dop II, Pocket-Dop 3, ImexDop CT+ or FreeDop (Doppler) and probe(s)** against **defects in manufacturing**. In the event of any manufacturing defects, the user's sole remedy shall be as follows:

Labor - Natus Neurology Incorporated, at their discretion, will repair, replace or exchange the Nicolet Doppler or probe with no labor charge for a period of one (1) year after date of original shipment when it is shipped to Natus Neurology Incorporated or a Natus Neurology Incorporated Authorized Service Center.

Parts - Except as otherwise indicated, Natus Neurology Incorporated, at their discretion, will repair or replace parts for the Nicolet Doppler and probes* for a period of five (5) years after date of original shipment when it is shipped to Natus Neurology Incorporated or a Natus Neurology Incorporated Authorized Service Center.

** Warranty for Waterproof Probe (catalog #NW20 or WP20) is one (1) year labor and one (1) year parts against manufacture defects.*

Transportation - Transportation and insurance to Natus Neurology Incorporated or a Natus Neurology Incorporated Authorized Service Center is the responsibility of the sender and is to be prepaid. Collect shipments will be refused. Transportation, insurance and any taxes, duties or customs fees associated with repairs being sent to Natus Neurology Incorporated from outside the United States are the customers' responsibility, as are any fees associated with shipping the repaired or replacement item to the customer.

Coverage limitations - The warranty does not apply to items that have been:

- (i) damaged by the customer or are damaged as a result of customer tampering, misuse or negligence (i.e., damage caused by alkaline batteries or battery leakage/corrosion)
- (ii) used in a manner inconsistent with the Instructions for Use for such product; or (iii) repaired or altered by anyone other than Natus Neurology Incorporated or a Natus Neurology Incorporated Authorized Service Center.

Natus Neurology Incorporated makes no warranty of the results of repairs made by unauthorized 3rd parties. Natus Neurology Incorporated does not cover loss or damage from external causes such as, but not limited to, weather, theft or negligence. Preventative maintenance, the refinishing or replacement of any cosmetic defect or deterioration, or the replacement of batteries is not covered by this warranty.

Product coverage - The warranty applies to the Doppler and probes. Items **not covered by warranty** are batteries, chargers or carrying case, gel, headset or other accessories.

Additional limitations - ***This product is to be used for the intended and labeled indications presented in the product user's manual.*** Natus Neurology Incorporated is not responsible for any loss, damage or injury resulting from delay in rendering service under this warranty including, without limitation, any secondary charges or consequential damages. Natus Neurology Incorporated is not responsible for any secondary charges or consequential damages arising from any breach of any warranty, expressed or implied.