

LIMITED PRODUCT WARRANTY

Neuro Equipment (EEG, EMG, EP, IOM, LTM, PSG, TCD, ultrasound, sterile drier systems)

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 in workmanship and materials for a specified period (“Warranty Period”) of twelve (12) months from the date of Product acceptance by Purchaser (US, Canada, France, Germany, Australia and New Zealand, but not to exceed a total of 15 months from the ship date) or from the ship date to Purchaser (rest of world).

The **Warranted Product** is defined as new neurodiagnostic systems used to perform EEG, LTM, ICU, PSG/Sleep, EMG, EP, IOM, testing as well as sterile drier, transcranial doppler (TCD) and ultrasound systems. The following systems are included:

- NeuroWorks EEG/LTM/ICU/Trex Ambulatory systems,
- Nicolet EEG/LTM/ICU systems,
- SleepWorks PSG systems and Embletta MPR,
- Embletta MPR with RemLogic
- Nicolet EDX/VikingQuest EMG Systems
- Natus UltraPro EMG System
- Dantec G4/Focus/Clavis EMG Systems
- Natus InVisus Ultrasound systems,
- Xltek Protektor IOM system,
- Nicolet Sonara TCD systems,
- Olympic M43/M44 Sterile-Driers.

Included are computer, printer, LCD display, cart, amplifier, base unit, control panel, electrical stimulator, photic stimulator, pods, ultrasound probe, camera, power supply, breakout box, isolation box, head box and proprietary cables that may be shipped from Natus.

Peripherals such as electrodes, needles, other supplies, cartridges, disposable batteries, flash disks and other human interface devices are **not** covered by this warranty.

Natus’ only obligation under this limited warranty is limited to repair or replacement at Natus’ option and election, of any Warranted Product (or part thereof) that Natus reasonably determines to be covered by this limited warranty and to be defective in workmanship or materials. Repair or replacement of Products under this limited warranty does not extend the Warranty Period.

To Request a Warranty Action:

To request repair or replacement under this limited warranty, purchasers shall use the following contacts based on geography and product brand.

Purchasers in the **United States and Canada** contact:

For Dantec and Xltek products

Toll-free: 800-387-7516
Phone: 905-829-5300
Fax: 905-829-5304 or 888-404-2992
Email: OTS@natus.com

For Embla products

Toll-free: 888-662-7632
Phone: 613-254-8877
Fax: 613-270-0627
Email: Ottawa.TechSupport@natus.com

For Grass products

Toll-free: 877-472-7779
Phone: 407-773-2600
Fax: 401-732-7097
Email: Grass@natus.com

For Nicolet products

Toll-free: 800-356-0007
Phone: 608-829-8500
Fax: 608-829-8775
Email: Madison.Helpdesk@natus.com

For Olympic products

Toll-free: 866-940-7143
Phone: 206-767-3500
Fax: 206-767-0573
Email: Seattle_Technical_Service@natus.com

Purchasers in **France** contact:

Phone: +33 1 42 46 57 19
Fax: +33 1 42 46 17 57
Email: service.fr@natus.com

Purchasers in **Germany** contact:

Phone: +49 89 839 42-533
Email: service.europe@natus.com

Purchasers in **Australia and New Zealand** contact:

For Nicolet products

Phone: +1 800-356-0007
Email: Madison.Helpdesk@natus.com

For Xltek products

Phone: +1 800-387-7516
Email: OTS@natus.com

Purchasers **outside the United States, Canada, France, Germany, Australian and New Zealand** shall contact the Natus Authorized Distributor from whom the Warranted Product was purchased.

If, on the basis of the information provided by the Purchaser, Natus reasonably believes that the defect 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 Product is to be repaired rather than replaced, the Warranted Product will be repaired and returned to the Purchaser. Natus shall determine whether to repair or replace Warranted Products and parts covered by this warranty with either new or refurbished Products or parts that meet current Natus specifications. 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 reasonably determines that a repair or replacement is covered by the limited warranty, Natus shall bear the costs of shipping the item from the Purchaser to Natus and the repaired or replacement Product to the Purchaser. Risk of loss or damage during shipments under this warranty shall be borne by the party shipping the Product.

Products shipped by the Purchaser under this limited warranty shall be suitably packaged to protect the Product. If Purchaser ships a product to Natus in unsuitable packaging, any physical damage present in the 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 warranty does not extend to peripherals and single-use items. For supplies, refer to individual supply product warranties. Also excluded: Warranted Products 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 LIMITED WARRANTY, TOGETHER WITH ANY OTHER EXPRESS WRITTEN WARRANTY THAT MAY BE ISSUED BY NATUS, IS THE SOLE AND EXCLUSIVE WARRANTY AS TO NATUS' PRODUCTS, EXTENDS ONLY TO THE INITIAL 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.