

LIMITED PRODUCT WARRANTY Brainz BRM3 Brain Monitor

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 twelve (12) months from the date of its initial shipment to Purchaser.

Natus’ only obligations under this limited warranty are 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. Repair or replacement of Products under this limited warranty does not extend the Warranty Period.

To request repair or replacement under this limited warranty, Purchasers outside the United States should contact the Natus Authorized Distributor from whom the Product was purchased. Purchasers in the United States should contact Natus Technical Services at 1501 Industrial Road, San Carlos, California 94070, USA, telephone +1-800-308-8684, website www.natus.com. If, on the basis of the information provided by 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. Natus shall determine whether to repair or replace Warranted Products and parts covered by this 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 reasonably determines that a repair or replacement is covered by the warranty, Natus shall bear the costs of shipping the loaner Product and the repaired or replacement Product to the Purchaser. All other shipping costs shall be borne by 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 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 warranty does not extend to peripherals and single-use items (electrodes, cables). 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, or (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’S 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.