

Limited Warranty

Limited Warranty Cardiac Science Corporation (“Cardiac Science”) warrants to the original purchaser that its AEDs and stated battery operating life will be free of any defect in material and workmanship according to the terms and conditions of this Limited Warranty (“Limited Warranty”). For purposes of this Limited Warranty, the original purchaser is deemed to be the original end user of the product purchased. This Limited Warranty is **NONTRANSFERABLE** and **UNASSIGNABLE**.

For How Long? This Limited Warranty covers the following products or parts for the following time periods:

- ◆ Seven (7) years from the date of the original shipment to the original purchaser for Powerheart AED automated external defibrillators with AED battery P/N (9146). Warranty duration for the pads, batteries and accessories are covered below.
- ◆ Disposable defibrillation pads shall be warranted until the expiration date.
- ◆ Lithium batteries P/N (9146) have a full operational replacement warranty of four (4) years from the date of installation into a Powerheart AED.
- ◆ One (1) year from the date of original shipment to the original purchaser for Powerheart AED accessories. The terms of the Limited Warranty in effect as of the date of original purchase will apply to any warranty claims.

What You Must Do: Please complete and submit the Warranty Validation Form within 30 days of original shipment. You will find the Warranty Validation Form enclosed in your original package, or you can fill it out and submit it online at http://www.cardiacscience.com/products/aed_warranty.cfm. Or, complete and mail the warranty validation card enclosed in your original package.

To obtain warranty service for your product, call us toll free at 888.466.8686 seven days a week, 24 hours a day. Our customer service representative will try to resolve your issue over the phone. If necessary, and at our sole discretion, we will arrange for service or a replacement of our product.

What We Will Do: If your Cardiac Science product is returned within 30 days of the date it was purchased, at the direction of a customer service representative, we will repair or replace it with a new product of equal value at no charge to you or offer a full refund of the purchase price, provided the warranty applies. Cardiac Science retains the exclusive right to repair or replace the product or offer a full refund of the purchase price at its sole discretion. **SUCH REMEDY SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.**

If your Cardiac Science product is returned, at the direction of a customer service representative, after 30 days but within the warranty period, Cardiac Science, at its sole discretion, will repair your product or replace it. The repaired or replacement product will be warranted subject to the terms and conditions of this Limited Warranty for either (a) 90 days or (b) the remainder of the original warranty period, whichever is longer, provided the warranty applies and the warranty period has not expired.

Obligations and Warranty Limits

Limited Warranty Obligation: Exclusive Remedy

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND SPECIFICALLY EXCLUDES AND REPLACES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

NO PERSON (INCLUDING ANY AGENT, DEALER, OR REPRESENTATIVE OF CARDIAC SCIENCE) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING CARDIAC SCIENCE PRODUCTS, EXCEPT TO REFER PURCHASERS TO THIS LIMITED WARRANTY.

YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE AS SPECIFIED ABOVE. CARDIAC SCIENCE SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, EXEMPLARY DAMAGES,

COMMERCIAL LOSS FROM ANY CAUSE, BUSINESS INTERRUPTION OF ANY NATURE, LOSS OF PROFITS OR PERSONAL INJURY OR DEATH, EVEN IF CARDIAC SCIENCE HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, HOWEVER OCCASIONED, WHETHER BY NEGLIGENCE OR OTHERWISE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

What This Warranty Does Not Cover: This Limited Warranty does not cover defects or damages of any sort resulting from, but not limited to, accidents, damage while in transit to our service location, product tampering, unauthorized product alterations, unauthorized service, unauthorized product case opening, failure to follow instructions, improper use, abuse, neglect, fire, flood, war or acts of God. Cardiac Science makes no warranty claim as to the compatibility of Cardiac Science products with any non-Cardiac Science products, parts or accessories.

This Limited Warranty is Void if:

- ◆ Any Cardiac Science product is serviced or repaired by any person or entity other than Cardiac Science unless specifically authorized by Cardiac Science.
- ◆ Any Cardiac Science product case is opened by unauthorized personnel or if a product is used for an unauthorized purpose.
- ◆ Any Cardiac Science product is used in conjunction with incompatible products, parts or accessories, including but not limited to batteries. Products, parts and accessories are not compatible if they are not Cardiac Science products intended for use with the Powerheart AED.

If The Warranty Period has Expired: If your Cardiac Science product is not covered by our Limited Warranty, call us toll free at 888.466.8686 for advice as to whether we can repair your Powerheart AED, and for other repair information, including charges. Charges for non-warranty repairs will be assessed and are your responsibility. Upon completion of the repair, the terms and conditions of this Limited Warranty shall apply to such repair or replacement product for a period of 90 days.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.