

**Stryker Medical, a Division of Stryker Sales Corporation**  
**Limited Warranty-Acute Care Products (United States)**

Subject to the limitations and exclusions set forth below, Stryker Medical, a division of Stryker Sales Corporation (“Stryker”), warrants the following Stryker products (“Products”), which are purchased from Stryker or authorized resellers, for use in the United States of America, to be free from manufacturing and material defects under normal service and use for the time periods indicated below. Limited warranty time limits begin on the date of deliver to the First Purchaser.<sup>1</sup>

<b>Ten Years</b>	
<ul style="list-style-type: none"> <li>• IsoFlex LAL gel and foam (2860)</li> <li>• IsoTour Core</li> <li>• Welds on Cub General Pediatric Stretcher, Eye Surgery Stretcher, Fluoroscopy Stretcher, Gynnie OB/GYN Stretcher, Prime X Stretcher (X-Ray), Prime Series Stretcher(s), Stretcher Chair and Eye Stretcher Chair, Surgi-Stool, Transport Stretcher</li> <li>• Steel frame/arms and wood frame components for Michael Graves Patient Chairs/Ottoman</li> <li>• Symmetry PLUS recliner (casters, metal arms, frame, plastic components, and reclining mechanism parts only)</li> <li>• Symmetry II (wood)</li> <li>• Unity (frame/arms and wood frame components, mechanisms, casters, and electrical components)</li> </ul>	
<b>Seven Years</b>	
<ul style="list-style-type: none"> <li>• Michael Graves Bedside Stand metal drawer frames and glides</li> </ul>	
<b>Five Years</b>	
<ul style="list-style-type: none"> <li>• Symmetry PLUS recliner (reclining mechanism labor, seat springs, and wood)</li> <li>• Symmetry II (steel, mechanism)</li> </ul>	
<b>Three Years</b>	
<ul style="list-style-type: none"> <li>• Prime TC (parts only)</li> <li>• ComfortGel SE internal mattress, (excluding cover and fire barrier)</li> <li>• IsoFlex SE internal mattress, (excluding cover and fire barrier)</li> <li>• Stryker Air Pump (2861)</li> <li>• Michael Graves Bedside Cabinet, Bedside Stand, Overbed Table (excluding gas spring assembly), Patient Chairs/Ottoman</li> <li>• IsoFlex LAL cover/fire barrier</li> <li>• IsoTour Cover</li> <li>• Symmetry PLUS recliner (textiles and foam)</li> <li>• Symmetry II (textiles, foam, and casters, springs, and mattress)</li> <li>• Unity (textiles and foam)</li> </ul>	
<b>Two Years</b>	
<ul style="list-style-type: none"> <li>• IVEA Equipment Management Tool (excluding Sure Trek Casters)</li> <li>• Isolibrium</li> </ul>	<ul style="list-style-type: none"> <li>• Mistral Air (MA1200-PM or MA1100-PM)</li> <li>• Prime Series Stretchers</li> <li>• Prime X Stretcher (X-Ray)</li> </ul>
<b>One Year</b>	
<ul style="list-style-type: none"> <li>• Altrix, Altrix Reusable Adapter Cable, or Altrix Temperature Management Hose</li> <li>• Bedside Stands</li> <li>• Cub General Pediatric Stretcher</li> <li>• Fluoroscopy Stretcher</li> <li>• Insulated Klik-Tite or Colder Connector Hose</li> <li>• Maternity Furniture (NARA)</li> <li>• Reusable Patient Temperature Output Cable</li> <li>• SPR Plus</li> </ul>	<ul style="list-style-type: none"> <li>• Arise 1000 EX</li> <li>• BariMatt Plus</li> <li>• ComfortGel</li> <li>• Eye Surgery Stretcher</li> <li>• Gynnie OB/GYN Stretcher</li> <li>• IsoAir</li> <li>• IsoTour</li> <li>• Mistral Air Hose</li> <li>• ProForm</li> </ul>

<sup>1</sup> First Purchaser means the first purchaser or lessee of the Products, directly from Stryker, through a Stryker corporate affiliate, or from an authorized Stryker reseller, and includes the invoiced purchaser’s corporate affiliates, and their respective employees, officers and directors.

<ul style="list-style-type: none"> <li>• Stretcher Chair or Eye Stretcher Chair</li> <li>• Surgi-Stool</li> <li>• Symmetry II and Symmetry Plus Patient Room Furniture</li> <li>• TruFit Overbed Tables</li> <li>• Prime TC (parts and labor)</li> <li>• ComfortGel SE cover, fire barrier</li> </ul>	<ul style="list-style-type: none"> <li>• S3,InTouch, Bari10A, EpicII, GoBedII, LD304, MV3, Spirit Plus, Spirit Select Beds, ProCuity</li> <li>• T/Pump</li> <li>• Transport Stretcher</li> <li>• UltraComfort SE</li> <li>• Michael Graves Overbed Table Gas Spring Assembly</li> <li>• IsoFlex SE cover, fire barrier</li> </ul>
180 Days	
<ul style="list-style-type: none"> <li>• IVEA Equipment Management Tool Sure Trek Casters</li> </ul>	
90 Days	
<ul style="list-style-type: none"> <li>• Mul-T Blankets (reusable)</li> <li>• T/Pad Products</li> <li>• Installed repair parts</li> <li>• All other product accessories</li> </ul>	
30 Days	
<ul style="list-style-type: none"> <li>• Rapr-Round Products</li> <li>• Mul-T Pad (single patient use)</li> <li>• Mul-T Blankets (single patient use)</li> <li>• Sof.Care Chair Cushions, Duo Guard, HeelCare or Overlay</li> </ul>	
14 Days	
<ul style="list-style-type: none"> <li>• Altrix Temperature Management Wraps</li> </ul>	
Single Patient Use	
<ul style="list-style-type: none"> <li>• Mistral Air Blankets</li> </ul>	
Expected Useful Life of the Product	
<ul style="list-style-type: none"> <li>• Bedside Stand steel frame/arms and wood frame components</li> </ul>	

The sole and exclusive remedy for any Products that become defective during this period shall be repaired or replaced, such determination being at Stryker's sole discretion. All warranties hereunder are made subject to the proper use by Customer in the application for which such Products were intended. The warranty provided hereunder does not cover any Products (i) that have been misused, subject to abuse or accident; (ii) used in contradiction with applicable operating instructions, or used outside of the product's intended environment or setting; (iii) that have been assembled, maintained, modified, refurbished or repaired by anyone other than Stryker, in any way which, in the judgment of Stryker, affects its stability and reliability; (iv) that have been subjected to unusual stress or have not been properly maintained; or (v) on which any original serial numbers or other identification marks have been removed or destroyed.

Stryker, in its sole discretion, will determine whether warranty service on a Product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Stryker at the purchaser's facility or an authorized Stryker facility during normal business hours. For ship-in repair, all Products and/or assemblies requiring warranty service should be returned to a location designated by Stryker, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure. Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced Product.

In any event, Stryker's liability shall be limited to the replacement value of any damaged or defective part. **THE EXPRESS WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCTS AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. STRYKER IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.**

If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of

incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state.

#### **TO OBTAIN PARTS AND SERVICE**

The Products are supported by a nationwide network of dedicated Stryker Field Service Representatives. These representatives are factory trained, available locally, and carry a substantial spare parts inventory to minimize repair time. Simply call your local representative, or call Stryker Customer Service USA at 1-800-327-0770.

#### **RETURN AUTHORIZATION**

Merchandise cannot be returned without approval from the Stryker Customer Service Department. An authorization number will be provided which must be printed on the returned merchandise. Stryker reserves the right to charge shipping and restocking fees on returned items. **Special, modified, or discontinued items not subject to return.**

#### **DAMAGED MERCHANDISE**

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. **Do not accept damaged shipments unless such damage is noted on the delivery receipt at the time of receipt.** Upon prompt notification, Stryker will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in amount to the actual replacement cost. In the event that this information is not received by Stryker within the fifteen (15) day period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the customer will be responsible for payment of the original invoice in full. Claims for any short shipment must be made within thirty (30) days of invoice.

#### **INTERNATIONAL WARRANTY CLAUSE**

This warranty reflects U.S. domestic policy. Warranties outside the U.S. may vary by country. Please contact your local Stryker representative for additional information.