

## **Celleration®, Inc. PRODUCT WARRANTY**

### **Product: MIST Therapy® System**

**WARRANTY:** Celleration, Inc. ("Celleration") warrants this MIST Therapy® System or MIST Therapy 5.0 ("the Equipment") to be free from defects in material and workmanship for one year from the date of sale or rental to Customer ("Customer").

**EXCLUSIONS:** This warranty does not apply if the Equipment has been damaged through misuse, accident, improper installation and/or wiring, excess voltage, or use contrary to the Instructions For Use (IFU). This warranty also does not apply if the Equipment has been repaired or altered outside our factory or if its serial number has been altered or removed.

**NOTICE:** Customer must provide to Celleration written notice of the defect within one year of the date of sale or rental.

**SCOPE:** This warranty covers the generator, transducer, and cable. At Celleration's sole discretion, it may repair or replace other parts of the Equipment as Celleration deems appropriate. Celleration also reserves the right to include hardware and software upgrades with any warranty repair. Celleration's decision to exercise this right creates no obligation for Celleration to perform the same or similar upgrades on previously delivered equipment.

**EXCLUSIVE REMEDY:** If a defect is found, Celleration will either repair the Equipment or, at Celleration's option, provide Customer replacement Equipment at no charge. Celleration retains sole discretion to determine whether a defect exists. This is Customer's exclusive remedy under this warranty.

**DISCLAIMER AND LIMITATION OF LIABILITY:** To the extent permitted by law, the warranty and remedy set forth above are exclusive of all other warranties, remedies and conditions, whether oral or written, statutory, express or implied. As permitted by applicable law, Celleration specifically disclaims any and all statutory or implied warranties, including warranties of merchantability or fitness for a particular purpose. Except as provided in this warranty and to the extent permitted by law, Celleration is not responsible for direct, special, incidental, or consequential damages resulting from any breach of warranty or condition.

**COMPLIANCE:** If Customer files Medicare or Medicaid cost reports, Customer must report any price reductions or free items obtained under this warranty on Customer's cost reports.

**NON-TRANSFERABILITY:** This warranty is valid only with respect to the original renter or purchaser of the Equipment.

**CONTACT INFORMATION:** Customer questions should be directed to Celleration's Customer Service department at 1-866-307-MIST. More information on Celleration is available at the web site [www.celleration.com](http://www.celleration.com).