



+ RENASYS[◇] TOUCH Warranty in the U.S.

Warranty for Rented RENASYS[◇] TOUCH Pumps

Services and Exclusions

Subject to the exclusions described herein, S+N will provide a factory replacement service to keep the RENASYS TOUCH in good working condition. Service provided does not ensure uninterrupted operation of the pump. Service does not include defect, damage or malfunction resulting from: (a) electrical work external to the pump or maintenance of accessories, attachments, machines or other devices not furnished by S+N; (b) accident, neglect or misuse, or causes other than ordinary use of the pump in a proper and authorized manner; (c) use of the pump in connection with reprocessed single-use products; (d) maintenance, modification or repair by persons not authorized by S+N to do so; or (e) any damage that renders the pump to be non-repairable. For damages that fall within exclusions lettered (a) through (c) above, Customer will be charged the then current published service exchange prices. For damages that fall within exclusions lettered (d) or (e), Customer will be charged the then current published list price of the pump. On-site services are expressly excluded.

Warranty for RENASYS[◇] TOUCH pumps purchased on or after September 12, 2022

Standard Warranty

Product	Warranty
RENASYS [◇] TOUCH Pump	Three (3) years from date of delivery to original buyer
RENASYS [◇] TOUCH disposables and accessories	On date of delivery to original buyer

The Standard Warranty applies to:

- One-time training and follow-up education as necessary on pump cleaning, quality checks and maintenance services to be performed by Customer
- S+N Support Clinical Hotline by phone, 24 hours a day, 7 days a week
- Standard shipping costs for transportation of pump to and from S+N for repairs under warranty and the Planned
- Preventative Maintenance (PPM)
- Parts and Labor for repairs under warranty and the PPM
- Software upgrades if required

Excludes all others such as replacement of O-rings and Odor filters, as well as lost power cords, pole clamps, bags and straps.

Extended Warranty

An extended warranty of two (2) additional years per pump of RENASYS[◇] TOUCH, subject to the condition that the pump has satisfied the Planned Preventative Maintenance (PPM) Requirement as referenced below, may be purchased at pricing below.

RENASYS TOUCH Extended Warranty Pricing	Price at Time of Pump Purchase	Price Between Time of Pump Purchase and End of Standard Warranty
4th & 5th years	\$1,100	\$2,500

Each pump's purchase price includes the standard warranty and the Planned Preventative Maintenance (PPM) Requirement. The PPM Requirement means the PPM to be performed on the pump by S+N or its designee at a S+N-designated facility, no earlier than start of the 30th month and no later than end of the 42nd month from the pump's date of manufacture. Customer must obtain the prior written authorization of S+N, through S+N's customer service team, for the pump to be delivered to the S+N-designated facility for the PPM and for the pump to then be delivered to Customer, at S+N's expense. S+N may provide reminder communications of the PPM to Customer, but the responsibility to satisfy the PPM Requirement shall solely reside with Customer. IF CUSTOMER FAILS TO SATISFY THE PPM REQUIREMENT, THE PUMP WILL NOT BE ELIGIBLE FOR A 2-YEAR EXTENDED WARRANTY AND CUSTOMER WILL FOREFIT ANY AMOUNTS PAID FOR THE EXTENDED WARRANTY. AT THAT TIME, NO FURTHER OBLIGATION ON S+N TO SUPPORT REPAIRING OR SERVICING THE PUMP, AND IN ITS DISCRETION CUSTOMER MAY CONTINUE USING THE PUMP AS IS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED OR OTHERWISE, FROM S+N.

Warranty Voided

The standard or, if applicable, extended warranty, of any RENASYS TOUCH pump is voided by: (i) pump packaged or labeled by someone other than S+N or its authorized agents; (ii) pump not used in compliance with the specifications, instructions or claims for use of RENASYS TOUCH; (iii) pump used in conjunction with disposables or accessories not specified for use with the pump; (iv) pump used in conjunction with reprocessed disposables or accessories; (v) modification of pump; (vi) pump past its end of life; (vii) normal wear and tear; (viii) damage due to misuse, reprocessing, alteration, unauthorized repair or negligent handling or damage due to lack of care by the owner, user or handler of the pump including but not limited to storage, handling or cleaning; or (ix) any other damage inflicted to the pump by the owner, user or handler.

Warranty Claim

For any RENASYS TOUCH pump found to not be in conformance in all material respects to S+N's standard specifications (standard or extended, as the case may be), in its election S+N may either (i) repair or replace it with a new or refurbished pump without charge and within a reasonable period of time or (ii) refund or credit the amount of the purchase price of the pump based on the straight line depreciation schedule: three (3) years. If S+N repairs or replaces pump under the warranty and requests Customer to return the pump, Customer must ship the pump to S+N freight prepaid by Customer. Customer shall be invoiced for any replacement pump if Customer does not return the requested replaced pump within thirty (30) days after S+N's shipment of the replacement pump. A 90-day warranty on repairs applies to the defective component repaired. The standard or, if applicable, extended warranty will not restart with the receipt of replacement pump.

End of Life

Each RENASYS TOUCH pump's end of life occurs at the earlier of (i) the conclusion of the 72nd month from its date of manufacture, when the PPM Requirement is satisfied; or (ii) the conclusion of the 42nd month from its date of manufacture, when the PPM Requirement is not satisfied. In its capacity as each pump's legal manufacturer, S+N will not be able to sanction the unit's further use beyond its' end of life and hereby direct Customer to retire the unit from use following its end of life. If Customer continues to use the unit contrary to this direction, to the extent permitted by law, S+N excludes any and all liability in respect of all actions, suits, proceedings, claims, demands, damages, costs, expenses, liabilities, penalties or losses whatsoever actually or potentially suffered or incurred arising from or in connection with the storage, handling or use of the unit and Customer shall not have any claim against S+N, its affiliates and their respective directors, officers, employees, shareholders, agents or representatives whether at contract, in law or otherwise from or in connection with Customer's decision to keep the unit in use. Customer hereby agrees to indemnify, hold harmless and defend S+N and its affiliates and their respective directors, officers, employees, consultants, contractors, representatives and agents (the Indemnified Persons) against all actions, suits, proceedings, claims, demands, damages, costs, expenses, liabilities, penalties or losses whatsoever (including legal costs on a full indemnity basis) which may be brought or commenced or made against any of the Indemnified Persons or suffered by the Indemnified Persons in connection with Customer's decision to keep the unit in use.