

Limited Warranty

AIRON CORPORATION, through its Official Distributor, warrants this product to be free from defects in construction, material and workmanship for a period of twelve (12) months from the date of original delivery to buyer when operated properly under conditions of normal use for which the product is intended. This twelve (12) month warranty does not extend to expendable items such as membranes, hoses, patient circuits and filters which are warranted to be free of defects only at time of original delivery.

The official AIRON CORPORATION Distributor will, at its option, either repair or replace any defective product, as above defined, which is reported to that AIRON CORPORATION Distributor within 72 hours of occurrence during the warranty period. If so instructed by the Distributor, such defective products must be returned to the official AIRON CORPORATION Distributor in the original container with freight charges prepaid. In any case, AIRON CORPORATION CORPORATION shall be responsible for repairs to, or replacement of, such defective product only.

LIMITATIONS ON AND DISCLAIMER OF WARRANTIES:

AIRON CORPORATION shall be relieved of any liability under this warranty: if the product is not used in accordance with manufacturer's instructions; if attachment or incorporation of any device is made to this product without written approval; if use is made in any manner other than intended by the manufacturer; if regular periodic maintenance and service is not performed; if repairs are made by other than authorized AIRON CORPORATION service personnel; if the product has been subject to abuse, misuse, negligence or accident. Any product that has been mechanically or electronically altered without specific written authorization from AIRON CORPORATION is also excluded from this warranty.

The warranty described in this Agreement is in lieu of all other warranties. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS AGREEMENT.

Except as stated above, AIRON CORPORATION SHALL NOT BE LIABLE FOR ANY DAMAGES, CLAIMS OR LIABILITIES INCLUDING, BUT NOT LIMITED TO, PERSONAL BODILY INJURY, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

