

## SmartMonitor 2 / 2PS / 2PSL Warranty

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Circadiance warrants that the monitor will be free from defects in materials and workmanship for a period of one (1) year from the time of purchase. Circadiance accessories are warranted to be free of defects in materials and workmanship for a period of 90 days from the time of purchase.

This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, moisture, dampness, sand or dirt, neglect, or unusual physical, electrical or electromechanical stress; (b) scratches, dents and cosmetic damage, unless caused by Circadiance; (c) ordinary wear and tear; (d) defects or damage resulting from the use of product in conjunction or connection with accessories, products, or ancillary/peripheral equipment not furnished or approved by Circadiance; (e) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source.

The Circadiance equipment and authorized accessories are designed to function as described in the operator's manual. The user/owner of this equipment shall have sole responsibility and liability for any injury to persons or damage to property (including this equipment) resulting from:

- Operation not in accordance with supplied operating instructions;
- Maintenance not in accordance with authorized maintenance/operational instructions;
- Service by anyone other than a factory authorized service representative;
- Modification of the equipment or accessories; or
- Use of damaged or unauthorized components and accessories.

THIS LIMITED WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; TO THE EXTENT THAT STATE OR FEDERAL LAW PROHIBITS EXCLUSIONS OF IMPLIED WARRANTIES, ANY SUCH IMPLIED WARRANTY IMPOSED BY LAW SHALL BE LIMITED TO A PERIOD OF NINETY (90) DAYS FROM THE DATE OF THE INITIAL PURCHASE FROM CIRCADIANCE. CIRCADIANCE RESERVES THE RIGHT TO REPAIR OR REPLACE ANY MONITOR RETURNED UNDER WARRANTY.

### User/Owner Responsibility

This Circadiance equipment and the authorized accessories are designed to work as described in the operator's manual. The user(s) of this equipment should not use parts that have failed, exhibit excessive wear, are contaminated, or are otherwise ineffective. The monitor and its accessories should not be modified. The following list incorporates the owner's responsibilities:

- Periodic check, maintenance, and calibration of equipment;
- Replacement of components as required for safe and reliable operation;
- Replacement of ineffective parts with parts supplied by Circadiance, Inc.;
- Equipment which is not functioning properly must not be used until all necessary maintenance has been completed and a factory-authorized service representative has certified the equipment as ready for use;
- The monitor and any of its accessories should not be modified;
- As a general rule, the proper performance of this monitor should be verified with a Circadiance Model 5000 Simulator according to the Checkout Procedure Manual between each patient use and/or every 6 to 12 months, whichever is more frequent.

The user of this equipment is responsible for reading, understanding, and following the Warning and Caution statements throughout the specific product's user manual.



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