



LIMITED FACTORY WARRANTY

Warranty Period, studer care

Studer Innotec SA (hereafter Studer Innotec) warrants its full range of products to be free from defects in workmanship and materials for the applicable Warranty Period:

- for the aj, variostring, variotrack, xtender, next and all Studer-Swiss made accessories: 10 years starting on the earlier of (i) 6 months from shipment from Studer Innotec, and (ii) the final sale of the product.

Extended Warranty Period, studer care+

For the next3 + nx interface, an additional 5-year Extended Warranty Period (total 15-year Warranty) is offered at 990.- Swiss Francs. This warranty extension can be contracted within 2 years of the date of manufacture and guarantees a replacement of the product, should a failure occur, for the rest of the warranty period. The replacement product is supplied on a "best effort" basis. Warranty eligibility shall be confirmed after failed product reception by Studer or its Service Centre.

The Extended Warranty is subject to the following limitations:

- it does not cover defects due to failure of the following components that are subject to aging by harsh conditions: fans and capacitors.

Warranty eligibility

Only the original owner of the product at the place of its first installation is eligible to make a claim on the warranty. Resale or reinstallation of the product without authorization from Studer Innotec will result in loss of warranty.

Warranty coverage

During the Warranty and Extended Warranty Periods, Studer Innotec will, at its option, repair or replace the defective product free of charge. Studer Innotec shall not be liable for damages, whether direct, incidental, special, or consequential, caused by negligence or fault, even if having been advised of the probability of such damages.

Exclusions

This warranty will not apply where the product has been misused, neglected, improperly installed, or repaired by anyone other than Studer Innotec or one of its Qualified Service Partner (hereafter QSP). To qualify for the warranty, the product must not be disassembled, modified, or have suffered any physical damage internally or externally.

This warranty does not cover damages arising from improper use such as:

- Reverse of battery polarity.
- Inadequate installation of the product and/or of its accessories.
- Mechanical shock or deformation.
- Contact with liquid or oxidation by condensation.
- Use in an inappropriate environment with exposure to dust, corrosive vapor, humidity, high temperature, etc.
- Intrusion of insects, animals, or any living organism.
- Breakage or damage due to lightning or overvoltage due to any external cause.
- Damage to connection terminals and screws from misuse or incorrect tightening.
- Damage during transport.
- Force majeure.



Warranty service

Studer Innotec owns all parts removed from repaired products. Studer Innotec uses new or reconditioned parts made by various manufacturers in performing warranty repairs and building replacement products. If Studer Innotec or a QSP repairs or replaces a part of a product, its Warranty Period is: (i) the remaining time of the original Warranty Period or (ii) 6 months from the date of shipment from Studer Innotec or the QSP, whichever is longer.

Warranty procedure

If a product requires service, the product reseller should be contacted first. In the event the reseller cannot be contacted, or if they are not able to provide service, direct contact should be made with Studer Innotec.

If Studer or a QSP determine the product should be sent in for service, a Return Form for Service is required before the product will be accepted for service.

The warranty claimant must provide all necessary information to process the warranty claim including, when applicable, the purchase invoice, product serial number, date of installation, and Extended Warranty Certificate. The faulty product must be sent at the sender's expense back to a QSP or Studer Innotec.

CAUTION: transport and packing material must be organized in a way to avoid damage to the product.

Life Support Policy

As a general policy, Studer Innotec prohibits the use of any of its products in life support applications where failure or malfunction of the Studer Innotec product can be reasonably expected to cause failure of the life support device or to significantly affect its safety or effectiveness. Studer Innotec does not recommend the use of any of its products in direct patient care. Studer Innotec will not knowingly sell its products for use in such applications unless it receives written assurance, satisfactory to Studer Innotec, that the risks of injury or damage have been minimized. The customer assumes all such risks, and the liability of Studer Innotec is adequately protected under these circumstances.

Applicable law

Swiss law is exclusively applicable, and the jurisdiction is Sion, Switzerland.

Severability

If a part of the terms and conditions set out above is held invalid, void, or unenforceable due to any national or international legislation, it shall not affect other parts of the remaining terms and conditions.

Sion, 20 December 2022