



WARRANTY

Innovative Health, LLC. (Innovative Health) warrants all of its reprocessed medical products/devices, subject to the exceptions provided herein, to be free from defects from reprocessing; and to be considered as substantially equivalent to the product specifications in accordance with the Instructions for Use contained in the documentation provided by Innovative Health, for one use.

Innovative Health shall not be liable for any damages caused by any defect in material, workmanship or design by the original manufacturer of the medical device, or any act or omission by the original manufacturer of the product.

General Warranty Terms Applicable to All Products

This warranty shall only apply to the original end-user purchaser of products directly provided from Innovative Health or an Innovative Health authorized distributor. This warranty may not be transferred or assigned without the express written consent of Innovative Health.

This warranty does not apply:

- (1) Products/devices on which any original serial numbers or other identification marks have been removed or destroyed
- (2) Products/devices that have been repaired by any person other than Innovative Health personnel without the prior written consent of Innovative Health
- (3) Products/devices that have been misused, neglected, modified, altered, adjusted, or tampered with
- (4) Products/devices that have been subjected to unusual stress or have not been maintained in accordance with the instructions for use or as demonstrated by an Innovative Health representative;

If a valid warranty claim is received within thirty (30) days of the device failure, Innovative Health will, at its sole discretion: (1) replace the product/device at no charge with a product/device that is functionally equivalent or (2) refund the purchase price of the product as a credit to the account.

If a credit is provided by Innovative Health, the non-conforming product/device must be returned to Innovative Health and will become Innovative Health property. In any event, Innovative Health liability for breach of warranty shall be limited to the replacement value of the specific unit/s of defective or non-conforming products/device.

If Innovative Health determines that the claimed defect or non-conformance in the product/device is excluded from warranty coverage as described hereunder, it will notify the customer of such determination and will provide an estimate of the cost to replace the product/device.

Products/devices and components repaired or replaced under this warranty continue to be warranted until the expiration date of the device. When a product/device or component is replaced, the replaced item becomes the property of the customer. The original item becomes the property of Innovative Health.