



Effective 6/1/2015

MASS Medical Products 7/5/3/1 Limited Warranty

Warranty Period(s)

7 years	Cabinet Exterior, Hinges, Rivets, Welds, Components, Hardware
5 years	Hinged Doors
3 Years	Roll Up Door
3 Years	Non-Electrical Accessories
1 year	Electrical Accessories

MASS Medical Storage LLC (“MASS”) warrants that all MASS products and MASS CAD approved custom products will conform to current published MASS specifications and will be free from defects in materials and workmanship under normal use and service from the date of invoice.

If any Product proves to be non-conforming or defective within such warranty periods, the customer must return such Product to MASS. MASS will at its sole discretion repair or replace the non-conforming or defective Product provided that (a) such non-conformity or defect developed under normal and proper use and (b) the Product is covered under its limited warranty. Repair or replacement of non-conforming or defective Products shall be MASS’s sole obligation and the customer’s exclusive remedy hereunder. MASS shall not be obligated to perform preventive maintenance, installation, reinstallation, relocation, or maintenance. MASS reserves the right to (i) use reconditioned, refurbished, and/or serviceable used parts that meet MASS’s quality assurance standards for warranty or any other repairs and (ii) make any internal or external design and/or feature changes on or to its Products without any liability to incorporate such changes on or to the Products. MASS and the customer may elect to repair the non-conforming defect at the customer premises at the written direction of a MASS agent. Excluded from this limited warranty and not warranted by MASS in any fashion, either expressed, implied, or by statute, are:

- (a) any Product which has been disassembled, repaired, tampered with, altered, changed, or modified by persons other than MASS’s authorized service personnel or actions/repairs directed by MASS agents;
- (b) defects or damage to the Products resulting from wear, tear, misuse, abuse, negligence, impact, nonperformance of scheduled operator and maintenance ;
- (c) software programs;
- (d) Products which do not contain a validly placed and recorded MASS serial number; and/or
- (e) Any product that has been sold as salvage because of damage either in transit or as a result of customer;

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, MASS MAKES NO AND DISCLAIMS ALL OTHER REPRESENTATIONS, GUARANTIES, CONDITIONS, AND WARRANTIES CONCERNING THE PRODUCTS, WHETHER DIRECT OR INDIRECT, EXPRESS OR IMPLIED, OR ARISING UNDER ANY STATUTE, ORDINANCE, COMMERCIAL USAGE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR REPRESENTATION AS TO SUITABILITY, DURABILITY, DESIGN, OPERATION, OR CONDITION OF THE PRODUCTS (OR ANY PART THEREOF), OR THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR A PARTICULAR PURPOSE, OR RELATING TO THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHT USED OR INCLUDED THEREIN. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF ONE YEAR. SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/ OR LIMITATION OF LIABILITY SO THE ABOVE DISCLAIMER AND EXCLUSIONS MAY NOT APPLY. THE CUSTOMER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE.

In compliance with OSHA, blood borne pathogen regulations and other applicable federal, state, and local regulations,

Products that come into contact with potentially infectious material must be decontaminated before being returned to MASS under this limited warranty. Products must also be returned to MASS in adequate packaging materials.

Representations and warranties made by any person, including but not limited to representatives, salespersons, or agents of MASS, which are inconsistent or in conflict with or in addition to the terms of this limited warranty, shall not be binding upon MASS unless reduced to writing and approved by an expressly authorized officer of MASS.

This limited warranty is the complete and exclusive statement of warranty which MASS agrees to provide with respect to the Products and it shall supersede all prior and contemporaneous oral or written agreements, understandings, proposals, and communications pertaining to the subject matter hereof.

This limited warranty is exclusively for the benefit of the original customer and cannot be transferred or assigned.