

Medipattern Corporation Limited Warranty

Medipattern Corporation (“**Medipattern**”), warrants to the original Purchaser (the “**Purchaser**”) that each Medipattern product sold by it shall be free from defects in material or workmanship under normal use and service during the warranty period (warranty period as stated on the Purchaser’s signed quotation and commencing from the completion of installation, unless documented otherwise on Purchaser’s signed quotation). Products manufactured by persons other than Medipattern or its affiliates are not warranted by Medipattern, unless otherwise documented on Purchaser’s signed quotation, and Purchaser’s sole source of warranty therefore, if any, is the original manufacturer’s warranty. If service work is required and is deemed by Medipattern to be caused by equipment and/or product(s) other than the Medipattern product or product(s) Medipattern considers added on, that service work is not covered under warranty and is billable at Medipattern’s standard rates.

If failure occurs within the warranty period and there is no evidence of misuse, abuse, neglect or unauthorized alteration or repair will repair or replace, at its option, the defective item without charge for parts. Medipattern is the only authority on what constitutes misuse, abuse, neglect or unauthorized alteration or repair, under the terms of this warranty.

This warranty is made on condition that prompt notice of any defects is given within the warranty period and that Medipattern inspection does not disclose an invalid claim. The Purchaser acknowledges and agrees that Medipattern shall not be liable and that the Purchaser shall be liable for any other costs and expenses incurred in connection with the products except those explicitly covered by the warranty set forth above including the cost of labor, travel or transportation incurred by Medipattern in connection with investigating or correcting a failure or defect in the products caused by any factor other than a defect in materials or workmanship. Medipattern’s liability and Purchaser’s sole remedy under this warranty is limited to repair or replacement, at its option, of defective parts. Repairs or replacement deliveries shall not interrupt nor prolong the term of the warranty. This warranty does not apply to perishable or consumable material, except as specifically stated in writing.

Medipattern reserves the right to charge the Purchaser for any parts shipped for warranty repair, if the defective and/or unused parts are not returned to Medipattern within 15 days of the repair. Charges will be billed at suggested list price and will be payable upon receipt of the invoice. Parts ordered by the Purchaser, or third-party group on behalf of the Purchaser, that are not specifically identified, at the time of order, for a system under warranty, will be invoiced at the list price in effect at order date, less any applicable discount given at order date. No credit will be issued for any parts not so identified.

With respect to Medipattern products which are software (“**Licensed Software**”), Medipattern warrants that for a period of twelve (12) months following first live use of the Licensed Software that the Licensed Software will perform substantially in accordance with the specifications as set forth in Medipattern’s documentation when operated on the single workstation for which Purchaser has ordered the Licensed Software (so long as such workstation is approved by Medipattern as expressly set forth in the applicable Medipattern documentation); and Medipattern will use reasonable commercial efforts consistent with industry standards to scan for and remove any viruses from the Licensed Software before installation. If Medipattern cannot substantially correct a breach of these warranties in a commercially reasonable manner within ninety days after receiving written notice from Purchaser (so long as Purchaser provides written notice of a valid claim within the warranty period), Purchaser may terminate the license for the Licensed Software and obtain a refund of the applicable license fee. **MEDIPATTERN DOES NOT GUARANTEE THAT THE LICENSED SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT MEDIPATTERN WILL CORRECT ALL LICENSED SOFTWARE ERRORS.** If Purchaser transfers or relocates the Licensed Software without the express written permission of Medipattern, all obligations under the warranties described in this paragraph terminate. The Licensed Software warranties do not apply to Purchaser’s failure to follow in all material respects (i) Medipattern’s written recommendations or instructions (ii) using or combining the Licensed Software with products or services of others or with products or services incompatible with products or services of Medipattern, or (iii) breach of any of Purchaser’s obligations to Medipattern. Medipattern does not give any warranties regarding any software which is provided by third party suppliers.

This warranty is not transferable and is effective only with respect to the original purchaser of Medipattern product, where installation has been performed by Medipattern or Medipattern-certified personnel.

Medipattern reserves the right to make changes in design and/or improvements to its products without any obligation to include these changes in any product previously manufactured. Correction of defects by repair or replacement shall constitute fulfillment of all warranty obligations on the part of Medipattern.

EXCLUSIONS AND LIMITATIONS

IN NO EVENT SHALL MEDIPATTERN BE LIABLE FOR ANY LOST DATA, BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, EXCESS COSTS INCURRED, OR ANY SPECIAL, INCIDENTAL, PUNITIVE, ECONOMIC, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES HOWSOEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE. NO AGENT, DISTRIBUTOR OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY WARRANTY ON BEHALF OF MEDIPATTERN, OR TO ASSUME FOR MEDIPATTERN, ANY OTHER LIABILITY WITH RESPECT TO ITS PRODUCTS.

MEDIPATTERN SHALL NOT BE LIABLE FOR ANY LOSS OF USE DUE TO NATURAL DISASTER OR ANYTHING ELSE BEYOND ITS REASONABLE CONTROL (E.G., WEATHER PHENOMENON).

EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO CONDITION OR WARRANTY WITH RESPECT TO THE LICENSED SOFTWARE OR OTHER MEDIPATTERN PRODUCT IS MADE BY MEDIPATTERN AND MEDIPATTERN EXPRESSLY DISCLAIMS ANY OTHER CONDITIONS OR WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY CONDITION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY OR INTEGRITY OR NONINFRINGEMENT. ALL REMEDIES FOR BREACH BY MEDIPATTERN OF ITS WARRANTIES OR CONDITIONS ARE AS EXCLUSIVELY SET FORTH HEREIN.

MEDIPATTERN'S LIABILITY, REGARDLESS OF THE FORM OF THE ACTION, SHALL NOT EXCEED THE PRICE PAID BY PURCHASER TO MEDIPATTERN FOR THE LICENSED SOFTWARE OR OTHER PRODUCT GIVING RISE TO THE LIABILITY. The limitations and exclusions contained herein shall apply even if the limited remedies contained herein fail their essential purpose or a fundamental breach by Medipattern of any of its obligations to Purchaser occurs.

The laws of the Province of Ontario will govern any dispute between the parties. The parties attorn to this jurisdiction of the courts of the Province of Ontario.