

## WARRANTY STATEMENT

*(effective December 1, 2018)*

**A. Warranty Statement.**

1. Seller warrants that the Goods will conform to the description and specifications in Seller's Order Confirmation under which they are shipped and will be free from material defects in materials and workmanship for a period of:

- (a) Twenty-four (24) months after shipment by Seller to Buyer for Seller-manufactured components;
- (b) Twelve (12) months after shipment by Seller to Buyer for non-Seller manufactured components;
- (c) Sixty (60) months after shipment by Seller to Buyer for Medical Panels manufactured by Seller, provided that the Goods are inspected by a Seller-authorized technician following immediately after installation of the Goods at Buyer's site and Seller approves the installation. This Medical Panel warranty may be extended for additional terms by written agreement of Seller if the Goods are periodically serviced by a Seller-authorized technician.

2. In the event Buyer wishes to assert a claim under this Warranty, it is required to follow the Instructions to Customer attached hereto and the other terms of this Warranty Statement. Return to Seller of all Goods under this Warranty must be made no later than thirty (30) days after receipt by Buyer of replacement Goods or of Seller's receipt of a warranty claim notice from Buyer.

3. If the Goods Buyer returns to Seller are found by Seller to be free of material defects in materials and workmanship, Seller may charge a flat-rate inspection charge for each of the Goods in an amount up to US\$250 plus shipping and packaging costs. Buyer will also be charged for any replacement Goods which Seller has furnished to Buyer in the meantime.

**B. Warranty Exclusions**

The following are exclusions from the Warranty set forth in Section A above:

- (a) Product defects that result from improper operating, mounting, commissioning, maintenance, or use of the device.
- (b) Product defects resulting from the use of accessories, supplementary parts, or replacement parts not originating from Seller.
- (c) Unauthorized modifications made by parties other than the manufacturer.

**BENDER Inc.**

420 Eagleview Blvd,  
Exton, PA 19341  
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E-Mail: [info@bender.org](mailto:info@bender.org)  
URL: <http://www.bender.org>

- (d) Products that are taken apart partially or totally.
- (e) Minor deviations from the required quality that are irrelevant to the value and the usability of the device.
- (f) Damages during transportation or storage.
- (g) Catastrophes caused by external influences and force majeure.
- (h) Vandalism from persons or animals.
- (i) Exposure to environmental conditions outside of the device's rated specifications.
- (j) Use as a component part of a product expressly warranted by another manufacturer.
- (k) If the original identification (trade-mark, serial number) markings have been defaced, altered, or removed.
- (l) Consumable components of any type are not covered, including but not limited to fuses, fans, filters, etc.
- (m) Any Goods that are used, reconditioned, or sourced from anyone other than Seller or Seller's authorized dealers.
- (n) Any applicable assembly or disassembly costs or expenses borne by Buyer.

### **C. Warranty Limitations**

1. SELLER'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO THE ACTUAL PURCHASE PRICE OF THE GOODS. BUYER MUST MAKE A TIMELY WARRANTY CLAIM WITHIN THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE IN SECTION A.1(a)-(c).
2. BUYER'S SOLE REMEDY AND SELLER'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPAIR OR REPLACE ANY GOODS THAT ARE SHOWN TO BE DEFECTIVE FREE OF CHARGE TO BUYER. IF SELLER REPLACES THE ALLEGED DEFECTIVE GOODS, THE GOODS RETURNED TO SELLER SHALL BECOME SELLER'S PROPERTY.
3. SELLER MAKES NO WARRANTY AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION PROVIDED BY IT IN CONNECTION WITH THE GOODS.

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4. SELLER ASSUMES NO RESPONSIBILITY OR LIABILITY FOR LOSSES, DAMAGES, COSTS OR EXPENSES, WHETHER SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL, INCLUDING WITHOUT RESTRICTION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, ANY PERSONAL INJURY, ANY DAMAGE OR INJURY ARISING FROM OR AS A RESULT OF MISUSE OR ABUSE, OR THE INCORRECT INSTALLATION, INTEGRATION OR OPERATION OF THE GOODS.

6. THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY SELLER IN CONNECTION WITH THE GOODS AND ARE, WHERE PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN CONNECTION WITH THE GOODS, HOWEVER ARISING (WHETHER BY CONTRACT, TORT, NEGLIGENCE, PRINCIPLES OF MANUFACTURER'S LIABILITY, OPERATION OF LAW, CONDUCT, STATEMENT OR OTHERWISE), INCLUDING WITHOUT RESTRICTION ANY IMPLIED WARRANTY OR CONDITION OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**D. Applicable Law**

This Warranty shall be governed by and interpreted in accordance with the law of the State of Pennsylvania, specifically excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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## **Instructions to Customer**

### **Return Material Authorization Policy**

All non-warranty returns for normally stocked items are subject to a minimum restocking / processing fee of \$100 or 25% (whatever is **greater**) up to a maximum of the current published list price. Non-stock items are nonrefundable and nonreturnable. Shipping costs for any returned product is nonrefundable. Product must be returned (in BENDER possession) no later than 30 days after receiving (RMA) number, else additional fees may apply.

### **Obtain Return Authorization**

Any return must be authorized by BENDER prior to shipment. An authorization can be obtained by completing BENDER's Return Merchandise Authorization (RMA) Request Form located under the Service & Support section at [www.benderinc.com](http://www.benderinc.com). When contacting BENDER for service, please have the following information ready:

- The model and serial number of product to be returned
- Installation and application details
- Reason for return / failure
- Dated proof of purchase (purchase order or BENDER order confirmation number)

A Return Material Authorization (RMA) number and shipment address will be supplied with approved returns. Returned products must be shipped prepaid. **Shipments may be refused and returned at customer's expense** if any of the following are true:

- Return is unauthorized
- Product is returned without an RMA number clearly marked on the shipping box exterior
- Product is shipped collect
- Product is shipped to the incorrect location

### **Packaging**

- **Warranty claim:** Package all products securely. Use original box and packing materials if possible.
- **Non-warranty claim:** Package all products securely. Product must be in new condition in original, manufacturer's packaging with all packaging materials, instruction booklets, packing inserts, and peripheral hardware. Ensure product is shipped fully insured.  
**Warranty will not be honored for product damaged due to improper packaging or missing materials.**
- Include the following on all returns:



Form #F-006, Rev 1

- a. RMA number supplied by BENDER, clearly marked on the outside of the shipment.
  - b. A return address for shipping exchanged products. BENDER cannot ship to post office boxes.
  - c. Contact information, including telephone number and e-mail address available during business hours
  - d. Reason for return / brief description of problem, if applicable.
- Ship products prepaid to the address provided by BENDER customer service.

### **International Returns**

In addition to all requirements stated above, any product returned from outside the United States MUST include return freight funds. Customer is responsible for all documents, duties, tariffs, and deposits.