

Healthcare Carts Standard Limited Warranty

InterMetro Industries Corporation (hereinafter, "Metro") warrants its healthcare carts, including Flexline, Lifeline, Starsys and Basix, (hereinafter, "Product") to be free from defects in material and workmanship for a 1-year period on durable mechanical components and for a 1-year period on electrical components from Product ship date. Batteries are not considered mechanical or electrical parts and are covered under a separate warranty.

Resolution Procedure

If within thirty (30) days after Customer's discovery of any warranty defects within the warranty period, Customer shall promptly notify Metro in writing of the nature of the defect, or shall notify Metro of the nature of the defect through Metro's Customer Service offices via telephone at **1-800-992-1776** or as specified at www.metro.com. Failure by Customer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Customer's claim for such defects.

If Metro determines that the Product is covered under this standard warranty then it is within Metro's sole discretion to determine how to best address a customer's warranty issues. If Metro can determine a solution, any necessary parts will be shipped to the Customer at Metro's expense and a Return Merchandise Authorization ("RMA") may be issued, if necessary. If Metro cannot find a solution to the Customer's issue, then the call will be escalated through a tiered process to include Engineering assistance. If at any time during the warranty period, a customer submits a warranty claim where the Product is later found not to be defective, any on-site service calls and/or replacement Product will be charged to the customer at Metro's then-prevailing prices/rates.

Replacement Parts and RMA Policy

If Metro issues a RMA to the Customer then all parts specified on the RMA must be returned to Metro with shipping expense to be paid by Metro. Any parts not returned to Metro will be paid for, in full, by the customer. Collect shipments will not be accepted. Metro shall be deemed the owner of all removed and repaired Metro furnished parts from the Product. Product repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the warranty period or ninety (90) days, whichever is longer.

What is Covered

Mechanical components covered under this standard warranty include casters, drawers, slides, accessories, key locks, keyboard tray, and medication bins. Electrical items covered under this warranty include computer, monitor, power supply, power cords and cables, fuses, servo motors, electronic touch pad, and peripherals such as mouse and keyboard. Only components furnished and installed by Metro onto the Product will be covered under this warranty.

Warranty Exclusions—What is Not Covered

This Limited Warranty does not cover consumables, including batteries (which are covered under a separate warranty), customer furnished equipment, damage or operational malfunction of the Product caused by accident, misuse, neglect, failure to follow proper use instructions, unauthorized repair attempts, or by the integration or addition of peripheral components or Product modifications of parts without Metro's prior written consent. This Limited Warranty does not cover damages or defects due to or caused by abuse, loss, negligence, accident, physical damage, and/or misuse, an Act of God, or unauthorized service or repair of the Product, damage from electrical power problems, usage of parts or components not supplied by Metro, failure to follow product instructions and guidelines, unauthorized changes or alterations to

the Product, shipping damage (other than during original shipment from Metro), failure to perform preventive maintenance, or damage caused by peripherals or software or from other external causes not the fault of Metro.

This limited warranty is extended only to the original end user, is non-transferable and terminates if the original purchaser transfers the Product to another person or entity. For this warranty to be valid, the Product must have been purchased directly from Metro or from an authorized representative of Metro. Proof of original ownership may be required.

THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT, OR REFUND OF THE ORIGINAL PURCHASE PRICE FOR THE PRODUCT. The limit of the liability of Metro to repair the Product after a reasonable amount of time and a reasonable number of attempts shall be the replacement of the Product or a refund of the original purchase price of the Product. The decision regarding repair or replacement of the Product or refund of the original purchase price shall be at the sole discretion of Metro.

No Other Express Warranty Applies

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE. METRO DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, WHETHER OR NOT THE PRODUCT HAS BEEN DISCLOSED AND WHETHER OR NOT THE PRODUCT HAS BEEN SPECIFICALLY DESIGNED OR MANUFACTURED FOR YOUR PURPOSE OR USE. No employee, agent, dealer, or other person is authorized to alter this limited warranty or make any other warranty on behalf of Metro. The terms of this limited warranty shall not be modified by Metro, the original owner of the Product, or their respective successors or assigns. The terms of this limited warranty are subject to change without notification.

Limitation of Liability

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL METRO BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER RESULTING FROM NONPERFORMANCE, USE, MISUSE OR INABILITY TO USE THE PRODUCT OR METRO'S NEGLIGENCE. METRO SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL METRO'S LIABILITY TO BUYER, ITS CUSTOMERS OR ANY OTHER PERSON EXCEED THE PRICE PAID BY THE ORIGINAL OWNER OF THE PRODUCT. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use or revenue, cost of capital, cost of replacement equipment (temporary or permanent), costs of time, loss or damage to property, including the claims of any third party.

In states/provinces that do not allow limitations on implied warranties or on the length of implied warranties, the above limitations may not apply to you. In states that do not allow for the exclusion or limitation of incidental and consequential damages, the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights. To determine other rights you may have, review your applicable state/province laws.

