

# Zenith Technical Innovations

## MASTER PRODUCT WARRANTY

### WARRANTY

Zenith Technical Innovations, Inc. (“**Zenith**”) warrants that the Therm-X machine and power supply (a “**Therm-X Unit**”), if properly used, will operate in accordance with its specifications as described by Zenith, and will be free from defect in material and workmanship for the Warranty Period applicable to the Therm-X Unit. The “**Warranty Period**” for a Therm-X Unit is the period of one (1) year after its date of purchase. Zenith warrants that the Therm-X umbilical hose and garments (the “**Therm-X Attachments**”), if properly used, will operate in accordance with their specifications as described by Zenith, and will be free from defect in material and workmanship for the Warranty Period applicable to the Therm-X Attachments. The “**Warranty Period**” for a Therm-X Attachment is the period of six months from the date of purchase. A “**Product**,” as that term is used in this Warranty, means either a Therm-X Unit or a Therm-X Attachment. There are no warranties applicable to any of the supplemental items (e.g., the refill bottle) included with the sale of Products.

### RECIPIENT OF WARRANTY

This Warranty covers only a new Product and is only for the benefit of a customer (“Customer”) who purchases a Product directly from Zenith or from an authorized distributor or authorized seller of Zenith Products.

### SCOPE

This Warranty covers only defects in operation, materials and workmanship. This Warranty does not cover any claim, service, defect, condition, loss or damage arising from, without limitation: installation; set-up or use instructions not coming from Zenith; recommendations on use (including but not limited to recommendations from health care professionals); representations regarding therapeutic or other results of use; accidents; tampering; improper product selection; misuse, neglect, or abnormal use; use of parts, accessories or components that are incompatible or adversely affect Product operation, performance or durability; unauthorized service, repair or alteration; normal wear and tear; improper storage; cleaning or any condition caused by any dirt or foreign substance on or in a Product; and damage resulting from shipping. INSTALLATION, SET-UP OR USE OF A PRODUCT, OR ANY PORTION THEREOF, IN A MANNER THAT DOES NOT COMPLY WITH OPERATING INSTRUCTIONS OR USER MANUALS PROVIDED BY ZENITH VOIDS THIS WARRANTY. ANY UNAUTHORIZED ALTERATION OR MODIFICATION VOIDS THIS WARRANTY.

### REPAIR OR REPLACEMENT IS EXCLUSIVE REMEDY

If a Product malfunctions during the applicable Warranty Period as a result of a defect in operation, material or workmanship, Zenith will either, at its sole option:

- Repair the Product; or

- Replace the Product with another equivalent product.

Repair or replacement is Customer's sole and exclusive remedy. Zenith may elect to replace or repair the Product with either a new or reconditioned equivalent Product. Any repaired or replaced Product is warranted only for the remainder of the original Warranty Period that covered the original Product and is subject to the same limitations and exclusions. Warranty repairs or replacement will require Customer to deliver at Customer's expense the Product to Zenith or return the Product through the authorized Zenith distributor from which it was purchased. Zenith will pay the expense to return to Customer any repaired or replaced Product receiving Warranty service. Customer is responsible for and will be assessed a fee and costs of return if, upon testing and calibration, there are no defects discovered in the Product. If Zenith elects to replace the defective Product, the returned Product shall become Zenith's property upon receipt.

## **REGISTRATION AND WARRANTY SERVICE**

Zenith recommends registration of the Therm-X to assure Warranty support. To register a Product, Customer must, within thirty (30) days after purchase, contact Zenith in writing, by mail or email (customerservice@thermxtherapy.com), and provide Zenith with Customer's contact information, model and serial number(s) of the Product(s) purchased, date of purchase, seller's name (if purchased from authorized Zenith distributor), order confirmation number (if applicable) and shipment identification number (if applicable). Registration will be deemed made when received by Zenith at 1396 St. Paul Ave, Gurnee, IL, 60031.

THIS WARRANTY APPLIES ONLY TO THE ORIGINAL CUSTOMER AND IS NOT TRANSFERABLE.

To obtain Warranty service, Customer must contact Zenith's customer service team as set forth below to receive instructions, including but not limited to instructions regarding Customer's shipment of the defective Product(s) for repair or replacement:

### **Service team contact:**

Telephone: 847-672-7481; or  
Mail: 1396 St. Paul Avenue, Gurnee, IL 60031, ATTN Warranty Service  
Email: customerservice@thermxtherapy.com

## **DISCLAIMERS OF WARRANTY**

EXCEPT FOR THE WARRANTIES AS EXPRESSLY PROVIDED HEREIN, ZENITH MAKES NO WARRANTY THAT A PRODUCT IS OR WILL BE ACCURATE, COMPLETE, UNINTERRUPTED, OR WITHOUT ERROR.

ZENITH DISCLAIMS AND MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, USEFULNESS, OR EFFECTIVENESS OF ANY PRODUCT.

ZENITH DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ZENITH HAS NOT MADE ANY AFFIRMATION OF FACT OR PROMISE RELATING TO A PRODUCT THAT A CUSTOMER CAN BE RELY UPON OR THAT MAY BECOME THE BASIS OF A BARGAIN.

THIS AGREEMENT IS NOT TRANSFERABLE OR MADE TO ANY PERSON OTHER THAN THE ORIGINAL CUSTOMER.

TO THE EXTENT ANY DISCLAIMER OF WARRANTY IS NOT PERMITTED BY APPLICABLE LAW, ANY WARRANTY SHALL EXPIRE UPON THE EXPIRATION OF THE WARRANTY PERIOD INDICATED ABOVE, AND RECOURSE IS LIMITED TO REPAIR OR REPLACEMENT AS PROVIDED ABOVE.

EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED HEREIN, EVERY PRODUCT IS SOLD "AS-IS" AND NO WARRANTY, PROMISE OR AFFIRMATION OF FACT, OTHER THAN AS SET FORTH HEREIN ABOVE, IS MADE OR AUTHORIZED BY ZENITH.

ANY WARRANTY OF A THERAPEUTIC OR HEALTH RESULT ARISING FROM USE OF A PRODUCT IS EXPRESSLY DISCLAIMED.

#### **LIMITATION OF LIABILITY**

Zenith will not be liable to Customer with respect to this Warranty or otherwise, whether in an action based on a contract, tort (including negligence and strict liability) or any other legal theory, however arising, for any incidental, special, exemplary or consequential damages, including but not limited to damages resulting from lost profits, interruption of business, loss of goodwill, injury to Customer or patients or clients of Customer, or injury to other users of a Product or bystanders to any use, even if Zenith is advised of the possibility of such damages.

ZENITH DISCLAIMS AND IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES, COSTS OR LOSS. ZENITH'S LIABILITY IS LIMITED TO REPAIR OR REPLACEMENT AS PROVIDED ABOVE. IN THE EVENT THE REMEDY OF REPAIR OR REPLACEMENT IS DETERMINED TO BE INADEQUATE AT LAW OR EQUITY, THE REMAINING TERMS AND PROVISIONS OF THIS WARRANTY APPLY EXCEPT THAT IN SUCH EVENT THE EXCLUSIVE REMEDY IS ZENITH'S REPAYMENT TO CUSTOMER OF THE PURCHASE PRICE OF THE WARRANTED PRODUCT.

#### **SEVERABILITY**

If any provision of this Warranty is held to be invalid or unenforceable under the laws of any jurisdiction, such provisions shall be fully severable and the remaining portions of the Warranty shall remain in full force and effect.

#### **UPDATES AND ADVANCEMENTS**

Zenith reserves the right to modify and improve the design of any Product without assuming any obligation to modify any previous model of a Product previously manufactured, distributed or sold by Zenith and without assuming any obligation to modify this Warranty.