

DATA CART™

by LUND

Warranty Information

MEDICAL CARTS LIMITED WARRANTY

Five (5) Year Mechanical, Two (2) Year Electrical, One (1) Year Battery Warranty

Lund Industries, Inc. (Lund) warrants its Medical Carts to be free from defects in materials and/or workmanship when in normal use for a period of five (5) years from the date of delivery. Parts required to correct any defects will be supplied at no charge and will be supported by phone consultation with Lund's technical support representatives.

The warranty for electrical parts is covered for two (2) years from date of delivery. Electrical parts include the cart's internal power supply (except battery) and power cables.

Batteries are warranted to be free from defects in material and workmanship for one (1) year from date of delivery. Batteries carry a one (1) year performance warranty. A battery will be considered defective if it fails to deliver 80% of its original rated capacity during the one (1) year performance warranty. Each battery must be charged, discharged, stored, and serviced in accordance with the manufacturer's written instructions. Lund is not responsible for batteries that fail due to improper use or neglect.

The following **EXCEPTIONS** apply:

- a. This warranty does not cover service and/or parts replacement made necessary by the following conditions but not limited to: abuse, loss, negligence, accident, and/or misuse of the equipment.
- b. Customers' modification to carts and/or the addition of non-Lund components without Lund's written prior approval voids the cart warranty.

To obtain service under this limited warranty, you must contact Lund Industries Support within the warranty period. Technical Support personnel will work to resolve issues professionally and quickly, however, you must provide reasonable assistance in order to facilitate and/or receive support services. Reasonable assistance is defined as having the suspect product readily available and accessible and placing the phone call to the Lund help desk with available time to perform basic troubleshooting on the suspect product with the assistance of the Lund telephonic support representative. If Lund Technical Support is unable to correct the problem they may authorize a replacement part or parts, on-site service or a Product replacement. **ON-SITE SERVICE AND PRODUCT REPLACEMENTS ARE CONSIDERED OPTIONS OF LAST RESORT.** With the exceptions noted above, this limited warranty shall only provide for parts replacement for the Lund products.

Lund does not warrant damages or defects to the Lund product under the following conditions: an Act of God, or unauthorized service or repair of the Lund products, damage from electrical power problems, usage of parts or components not supplied by Lund, failure to follow product instructions and guidelines, unauthorized changes to the Lund product, shipping damage (other than during original shipment from Lund), failure to perform preventative maintenance, or damage caused by peripherals or software or from other external causes.

Lund will, under the warranty period, repair or replace defective parts with new or serviceable used parts. The determination of when to use new and when to use serviceable used parts will be at the sole discretion of Lund. The repair or replacement of a Lund product does not extend the warranty of said med cart product.

This limited warranty is extended only to the original purchaser and is non-transferable. In addition, this warranty is only valid within the United States of America.

For this warranty to be valid, the Lund product must have been purchased directly from Lund or from an authorized representative of Lund.

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 USE. LUND DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

EXCEPT FOR THE OBLIGATIONS SET FORTH IN THIS WARRANTY STATEMENT LUND SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR LOSSES IN PROFITS, LOSSES IN REVENUE, LOSSES IN SAVINGS, LOSSES OF DATA, DOWNTIME, COSTS OF CAPITAL, COST OF REPLACEMENT EQUIPMENT (TEMPORARY OR PERMANENT), COSTS OF TIME, THIRD PARTIES' CLAIMS OR INJURY TO PROPERTY.

The limit of the liability of Lund to repair its product after a reasonable amount of time and a reasonable number of attempts shall be the replacement of the Lund product or a refund of the original purchase price of the computer product. The decision regarding replacement versus refund shall be at the sole discretion of Lund. The above options are the only remedies for any perceived breach of warranty by Lund. In states 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 laws.