



## **IVEA LIMITED WARRANTY POLICY**

At FIREFLY MEDICAL, we're committed to providing you with exceptionally well-engineered products that are assembled with superb craftsmanship. Our goal is to bring products that stand the test of time while providing both the patient and the caregiver with a high degree of satisfaction. As such, we offer the following warranty:

**IMPORTANT: BY USING YOUR IVEA PRODUCT ("THE FIREFLY PRODUCT"), YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS FIREFLY 1-YEAR LIMITED WARRANTY ON THE IVEA UNIT, EXCEPT THE CASTERS, AND A 6-MONTH LIMITED WARRANTY ON THE CASTERS ("WARRANTY") AS SET OUT BELOW.**

**DO NOT USE YOUR PRODUCT UNTIL YOU HAVE READ THE TERMS OF THE WARRANTY AND THE USER MANUAL.**

THIS WARRANTY COVERS THE IVEA PRODUCT AND/OR ITS ACCESSORIES AND GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, FIREFLY DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE OR STATE.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. FIREFLY DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, FIREFLY LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT FIREFLY'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

FIREFLY Inc. with an address of P.O. BOX 2022, Fort Collins, CO 80522 ("Firefly") warrants the IVEA branded hardware products and accessories contained in the original packaging against defects in materials and workmanship when used and maintained normally in accordance with FIREFLY'S guidelines for a period of ONE (1) YEAR on the IVEA unit, except the casters, and SIX (6) MONTHS on the casters, from the date of invoice by the end-user purchaser ("Warranty Period"). FIREFLY'S guidelines include but are not limited to information contained in the user manual.

This Warranty does not apply to any non-FIREFLY branded hardware product, even if packaged or sold with FIREFLY hardware. FIREFLY is not responsible for damage arising from failure to follow instructions relating to the FIREFLY Product's use.

**This Warranty does not apply: (a) to consumable parts, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, discoloration as a result of use or improper use of cleaning products, and dents; (c) to damage caused by use with another product; (d) to damage caused by accident, abuse, misuse, liquid contact (other than normal cleaning as set forth in FIREFLY'S guidelines), fire, earthquake or other external cause; (e) to damage caused by operating the FIREFLY Product outside FIREFLY'S guidelines; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of FIREFLY; (g) to a FIREFLY Product that has been modified to alter functionality or capability without the written permission of Firefly; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the FIREFLY Product, (i) if any serial number or label has been removed or defaced from the FIREFLY Product, or (j) shipping and handling costs to return Product to FIREFLY**

#### YOUR RESPONSIBILITIES

Before receiving warranty service, FIREFLY or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow FIREFLY'S procedures for obtaining warranty service. No returns will be accepted without written Return Materials Authorization issued by FIREFLY Customer Service. Before shipping, product must be cleaned in accordance with institutional and DHHS protocols, documented in writing. All returns must be in original or equivalent protective packaging.

Following warranty service your FIREFLY Product or a replacement device will be returned to you as your FIREFLY Product was configured when originally purchased, subject to applicable updates.

#### WHAT WILL FIREFLY DO IN THE EVENT THE WARRANTY IS BREACHED?

If during the Warranty Period you submit a valid claim to FIREFLY, FIREFLY will, at its option, (i) repair the FIREFLY Product, or (ii) replace the FIREFLY Product.

FIREFLY may request that you replace certain user-installable parts. A replacement part, including a user-installable part that has been installed in accordance with instructions provided by Firefly, assumes the remaining term of the Warranty or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a FIREFLY Product or part is replaced, any replacement item becomes your property and the replaced item becomes FIREFLY'S property. FIREFLY may repair or replace items with refurbished parts or products.

#### HOW TO OBTAIN WARRANTY SERVICE?

FIREFLY may update the user manual after printing hard copies included with the product. Please access and review the most recent version of the user manual at [www.iveamobility.com](http://www.iveamobility.com) before seeking warranty service. In particular, review the troubleshooting section carefully. If the FIREFLY Product is still not functioning properly after consulting the user manual, please contact FIREFLY Customer Service using the information on our website [www.iveamobility.com](http://www.iveamobility.com). A FIREFLY representative will help determine whether your FIREFLY Product requires service and, if it does, will provide you with instructions.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, FIREFLY IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. FIREFLY DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY FIREFLY PRODUCT UNDER THIS WARRANTY OR REPLACE THE FIREFLY PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED ON THE FIREFLY PRODUCT.

SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

GENERAL

No FIREFLY reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of the country in which the FIREFLY Product purchase took place. FIREFLY or its successor in title is the warrantor under this Warranty.