

WARRANTY

AVAcore warrants to the initial purchaser (“purchaser”) that each new CoreControl system (“product”) purchased directly from AVAcore or an authorized AVAcore distributor will be free from defects in materials and workmanship under normal use for a period of one year from the date of its initial shipment to the purchaser (90 days for the wrist seal). Repair or replacement of products (or parts thereof) under this warranty does not extend the warranty period. Products that are not new are subject to separate warranties expressly provided in connection with the sale of such products.

The obligations of AVAcore under this warranty shall be limited to repair or replacement (at AVAcore’s option) of any product (or part thereof) under warranty that AVAcore reasonably determines to be covered by this warranty and to be defective in workmanship or materials. AVAcore shall determine whether to repair or replace products and parts covered by this warranty. All products or parts replaced shall become AVAcore’s property. In the course of warranty service, AVAcore may, but shall not be required to, make engineering improvements to the warranted products or parts.

Products shipped by the purchaser under this warranty shall be suitably packaged to protect the product. If the purchaser ships a product to AVAcore in unsuitable packaging, any physical damage in the product upon receipt by AVAcore (and not previously reported) will be presumed to have occurred in transit and will be the responsibility of the purchaser. Risk of loss or damage during shipment under this warranty shall be borne by the party shipping the product.

This warranty shall be invalid if the warranted products (or parts thereof) have been subject to misuse, neglect, or accident; have been damaged by causes external to the warranted product; have been affixed to any nonstandard accessory attachment; have had the serial number removed or made illegible; or have been disassembled, modified, serviced, or reassembled by anyone other than AVAcore, unless authorized by AVAcore.

AVAcore will not be responsible for the effect on safety, reliability, and performance of the product if: a) assembly, extensions, readjustments, modifications, or repairs are carried out by anyone other than AVAcore or persons authorized to perform repair service on AVAcore’s behalf; or b) the electrical installation does not comply with the requirements of the applicable national and international standards, including requirements of the IEC; or c) the product is not used in accordance with AVAcore’s instructions for use.

THIS WARRANTY, TOGETHER WITH ANY OTHER EXPRESS WRITTEN WARRANTY THAT MAY BE ISSUED BY AVACORE, IS THE SOLE AND EXCLUSIVE WARRANTY AS TO AVACORE PRODUCTS, AND EXTENDS ONLY TO THE PURCHASER AND IS EXPRESSLY IN LIEU OF ANY ORAL OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AVACORE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSS, DAMAGE, OR EXPENSE (INCLUDING WITHOUT LIMITATION LOST PROFITS) DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, INABILITY TO SELL, USE, OR LOSS OF USE OF ANY PRODUCT.

DISCLAIMER OF WARRANTIES

The AVAcore thermal regulation devices are used in extremely variable environments, ancillary equipment connections and physical conditions. The devices may fail to function for a variety of causes, including but not limited to the physical condition of the person or the failure of the device or ancillary equipment by breakage. In addition, despite the exercise of all due care in the design, component selection, manufacture and testing prior to sale, the devices can be damaged, before, during or after use by improper handling or other intervening acts. Consequentially, no warranty is made that failure or cessation of the function of the devices will not occur or that physical complications will not follow the use of the device.

