



mcompass® WARRANTY & SERVICE

Medspira LLC (Medspira) warrants to the original purchaser that new products will be free of defects in workmanship and material under normal use and service for a period of one (1) year from the date delivered to the end-user. Sale must be from Medspira directly or an authorized dealer. Customers or distributors are required to provide proof of date delivered. If the unit was provided for pre-purchase evaluation purposes, and is thereafter purchased by the end-user, warranty is calculated starting from the original delivery date to the customer. This warranty applies only to the original end-user of the product; warranty is non-transferable. Warranty is subject to change and may vary from product to product at sole discretion of Medspira.

During the warranty period, Medspira will repair a malfunctioning product under its Overnight Replacement Program. This Program includes free overnight shipping of loaner product, free repair of malfunctioning product, and free return shipping. At its sole discretion, Medspira may choose to supply new or equivalent replacement product. The malfunctioning product must be returned to and received by Medspira within 10 business days, or the replacement product will be invoiced to the customer at full price. Overnight replacement requests must be received by Medspira by 1:00pm Central Time on normal business days.

This warranty includes the following items:

- *mcompass*® Anorectal Manometry Fob
- *mcompass*® Anorectal Manometry Diagnostic Software
- *mcompass*® Biofeedback Software
- *mcompass*® Tablet PC
- *mcompass*® Power Adapter

Excluded from this warranty and not warranted by Medspira in any manner, either express or implied, are: a) any product which has been disassembled, repaired, tampered with, altered, changed, or modified by persons other than Medspira's own authorized service personnel unless such repair by others is made with the written consent of Medspira; b) defects or damage (including physical damage) to products resulting from wear, tear, misuse, mishandling, negligence, improper storage, transit, line power fluctuations, any adverse environmental conditions, nonperformance of maintenance and care, consumable battery leakage, or use of non-approved accessories, consumables, or supplies; c) third party software and operating systems; d) any software that is being used on a system that has been corrupted by computer viruses, spy ware, or any third party software or device; e) software that is being used on unsupported operating systems and/or computer hardware; and f) associated consumables, including but not limited to catheters and batteries.

This warranty is deemed to be the only warranty honored by Medspira in lieu of any and all warranties expressed or provided by any and all other merchants, distributors, companies or persons. No person or entity has authority to bind Medspira products to any warranty or guarantee except as specifically set forth herein.

The preceding warranty is the exclusive warranty and Medspira LLC makes no other warranty or representation of any kind whatsoever, express or implied, with respect to merchantability, fitness for a particular purpose, or any other matter. The remedies stated in this warranty will be the exclusive remedies available to the customer for any defects or for damages resulting from any cause whatsoever, and without limitation. In no event shall Medspira be liable for any consequential or incidental damages of any kind (including, without limitation, lost profits, business interruption, or lost information) arising out of your use of or inability to use the product.

NON-WARRANTY SERVICE

For non-warranty repairs, the customer is to contact Medspira for a Returned Goods Authorization (RGA) and ship their malfunctioning product to Medspira (at customer's expense). Medspira's service team will assess the unit and advise the customer of the repair and shipping costs, which will be invoiced to the Customer. Upon customer's acceptance and authorization of the repair and shipping costs, the product will be repaired, the customer's invoice will be created, and the repaired product will be shipped back to Customer.