



Nahal-Oz 85145 Israel

Tel: +972 (0)8 6805223, Fax: +972 (0)8 6805231

E-mail: info@4med.co.il

4MED "Rosenberg" Skin Graft Mesher

PRODUCT WARRANTY

This Limited Warranty covers the Rosenberg Skin Graft Mesher (the "Product").

1. LIMITED TWO YEARS WARRANTY: Subject to the limitations set forth below, 4Med Ltd. ("4med") warrants to its customer ("Buyer") that the Product will be free from defects in material and workmanship for a period of one (1) year from the date of shipment. The total warranty period for any Product shall not exceed one (1) year from the date of shipment.
2. EXCEPTIONS TO WARRANTY:
 - 2.1 The Limited Warranty set forth in Section 1 does not cover defects, damage to the Product or Product failure caused by:
 - (a) a defect or failure in any product not manufactured by 4MED, including, but not limited to, a product installed but not manufactured by 4MED;
 - (b) shipping, or improper handling by others;
 - (c) improper storage, installation, maintenance or repair by others;
 - (d) abuse, abnormal use or accident.
 - (e) use for a purpose or in a manner for which the Product was not intended;
or
 - (f) improper cleaning and washing;
 - (g) improper site design by others.



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- 2.2 The Limited Warranty is void if:
- (a) Any materials or other Product not provided by, or authorized by 4MED, are used with the Product; or
 - (b) 4MED does not receive timely notice of the alleged defects in accordance with the terms of Section 6 below.
3. **EXCLUSIVE REMEDY:** Subject to compliance with the terms in Section 6 below, 4MED will, at its option and in its sole discretion, repair or replace any defective Product. THE EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY, UNDER ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY AND UNDER ANY IMPLIED WARRANTIES NOT NEGATED HEREBY (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE), IS REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCT. IN NO EVENT WILL WARRANTY COMPENSATION, OR OTHER DAMAGES AVAILABLE FROM 4MED, EXCEED THE SALE PRICE RECEIVED BY 4MED FOR THE PRODUCT.
4. **EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES:** THIS LIMITED WARRANTY, ANY OTHER EXPRESS WARRANTY NOT NEGATED HEREBY AND ANY IMPLIED WARRANTY NOT NEGATED HEREBY (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), DO NOT COVER, AND 4MED WILL IN NO EVENT BE LIABLE FOR, INCIDENTAL OR CONSEQUENTIAL DAMAGES, including, but not limited to, lost profits, the cost of removal, disassembly and shipment of the defective Product, injury to other property, loss of use, or other commercial losses or installation of any replacement Product. Where, due to operation of law, consequential and incidental damages under this Limited Warranty, under any other express warranty not negated hereby or under any implied warranty not negated hereby (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) cannot be excluded, such damages are expressly limited in amount to the sales price received by 4MED for the Product. This exclusion of consequential and incidental damages, and the provision of this Limited Warranty limiting remedies hereunder to repair or replacement, are independent provisions, and any determination that the limitation of remedies fails of its essential purpose or any other determination that either of the above provisions is unenforceable, shall not be construed to make the other provision unenforceable.
5. **EXCLUSION OF OTHER WARRANTIES:** This Limited Warranty is in lieu of all other warranties, express or implied. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.
6. **NOTICE TO 4Med:** 4MED will not pay for the cost of repair or replacement performed other than in accordance with this Limited Warranty. Subject to the terms of this Limited



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Warranty, 4MED will, at its option and in its sole discretion, repair or replace the defective Product provided;

- A. the defect is reported to 4MED in writing within the applicable two (2) year warranty period;
- B. 4MED authorizes return of the defective part for replacement or repair; and
- C. the defective part is returned to 4MED freight and transportation costs prepaid, with a suitable letter and a copy of the purchase invoice. The letter should include a detailed written description of the defect and how and when the Product containing the defective part was used. All shipping and transportation costs associated with the return of the defective part are the responsibility of Buyer.

Written notice of a Product or a component part believed to be defective as covered by this Limited Warranty should be sent to: 4Med Ltd. Nahal-Oz 85145 Israel and should include Buyer's name and address, proof of purchase, and a brief description of the defects. 4MED will ship (freight collect) to Buyer Product repaired or replaced under this Limited Warranty.

7. **PRODUCT REPAIR:** 4MED's obligations under the Limited Warranty to repair any defective Product are subject to the following terms:
 - A. all repair work shall be provided by 4MED;
 - B. Buyer shall provide 4MED with a suitable work environment; and
 - C. 4Med guarantee the supply of replacing part for 10 years from the date of the purchase of the Product.
8. **CHOICE OF LAW:** This contract shall be governed by, and construed in accordance with, the internal laws and judicial decisions of the State of North Carolina, without regard for any choice or conflict of laws considerations.
9. **SEVERABILITY:** In the event any portion of this Limited Warranty shall be determined to be invalid under any applicable law, such provision shall be deemed null and void and the remainder of this Limited Warranty shall continue in full force and effect.

EC Authorized representative: Ozat EU Westfaelische Strasse 169A 44309 Dortmund Germany