



Limited Warranty Statement

WARRANTY SCOPE

These warranties cover the following Celleration products (Warranted Product):

Equipment

- MIST Therapy System
- UltraMIST System

Applicators

- MIST Therapy Applicators
- MIST 360° Applicators
- UltraMIST Applicators

Equipment Warranty. Except as indicated otherwise below, Celleration warrants for one year from the Warranty Commencement Date (as defined below) that the Equipment will be free from defects in title, material and workmanship under normal use and service. This warranty covers both parts and labor and is available only to end-users that purchase the Equipment from Celleration or its authorized distributors. Any sale, rental or other transfer or use of the Warranted Product to or by a user other than the original purchaser shall cause this warranty to terminate immediately.

Applicator Warranty. Applicators carry a warranty of the earlier of first use or expiration date of the products. The reuse of disposable applicators voids this warranty for all Warranted Product (including Equipment) otherwise covered.

Warranty Commencement. The warranty period begins (the "Warranty Commencement Date") on the date of shipment to the Customer. The warranty period for any Warranted Product or component furnished to correct a warranty failure will be the longer of the unexpired term of the warranty applicable to the repaired or replaced Warranted Product or 90 days.

Remedies. If Customer promptly notifies Celleration of Customer's warranty claim during the warranty period and makes the Warranted Product available for inspection and service, Celleration will, at its option either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Warranted Product or components of the Warranted Product. The foregoing remedies are Customer's exclusive remedies and Celleration's sole liability for warranty claims.

Limitations. Celleration shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of (i) the use of the Warranted Product in a manner or environment, or for any purpose for which Celleration did not design it, or in violation of Celleration's recommendations or FDA cleared Instructions For Use; or (ii) any alteration, modification or enhancement of the Warranted Product by Customer or any third party. In addition, these warranties do not cover: (i) any defect or deficiency that results, in whole or in part, from any improper storage, use or handling, failure to maintain the Warranted Products in



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the manner described in any applicable instructions or specifications or any cause external to the Warranted Products or other causes beyond Celleration's reasonable control; (ii) the payment or reimbursement of any facility costs arising from repair or replacement of the Warranted Products.

THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. CELLERATION SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF CELLERATION CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. No Celleration agent or employee is authorized to make any modification, extension, or addition to this warranty.

CELLERATION 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 LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

For Service. Call Celleration's Customer Service Department at 866-307-6478 (MIST) during regular business hours Monday – Friday between 8:00AM and 5:00PM Central Time to obtain authorization for service.