

Warranty & Licensing Agreement

Extent

This Agreement is between ADInstruments Pty Ltd [‘ADI’] and the purchaser [‘the Purchaser’] of any ADI product — software, hardware or both — and covers all obligations and liabilities on the part of ADI, the Purchaser, and other users of the product. The Purchaser (or any user) accepts the terms of this Agreement by using the product. Any changes to this Agreement must be recorded in writing and have ADI’s and the Purchaser’s consent.

Responsibilities

The Purchaser and any others using any ADI product agree to use it in a sensible manner for purposes for which it is suited, and agree to take responsibility for their actions and the results of their actions. If problems arise with an ADI product, ADI will make all reasonable efforts to rectify them. This service may incur a charge, depending on the nature of the problems, and is subject to the other conditions in this Agreement.

Intended Use

Products supplied by ADI are intended for use in teaching and research applications and environments. Products supplied by ADI are NOT intended to be used as medical devices or in medical environments. That is, no product supplied by ADI is intended to be used for diagnosis, treatment, or monitoring of a subject. Furthermore no product is intended for the prevention, curing or alleviation of disease, injury or handicap.

Where a product meets IEC 60601-1 it is under the principle that it is a more rigorous standard than other standards that could be adopted, and it provides the most appropriate safety level for subjects and operators.

The choice to meet IEC 60601-1 is in NO WAY to be interpreted to mean that a product is a medical device, may be interpreted as a medical device, or is safe to be used as a medical device.

General Limitations

ADI products are produced to high standards, and should perform as described in the supplied documentation. There is a limited hardware warranty, and technical support is provided for all products. Nevertheless, since ADI products could be affected by external factors (for instance, the computer system on which they run), absolute performance and reliability cannot be guaranteed. No warranty, either expressed or implied or statutory, other than that contained in this Agreement, is made in respect to ADI products. The Purchaser therefore assumes all risks as to the performance and reliability of the products, and the results gained using them. ADI is not responsible for any problems with the computer system not directly related to ADI products. ADI neither assumes or authorizes any person to assume on its behalf any liability in connection with the sale, installation, service or use of its products. ADI shall not be held responsible for special, consequential or punitive damages of any kind arising out of sale, installation service or use of its products.

Hardware Warranty

ADI warrants that PowerLab Data Recorders¹, Front-ends² and Pods³ shall be free of defects in material and workmanship for three (3) years from their date of purchase. ADI also warrants that ADI Specialized Data Recorders⁴ and Instruments⁵ shall be free of defects in material and workmanship for one (1) year from their date of purchase. If there is such a defect, ADI will repair or replace the equipment as appropriate, and the duration of the warranty shall be extended by the length of time needed for repair or replacement.

To obtain service under this warranty, the Purchaser must notify the nearest ADI office, or Authorized Representative, of the defect before the warranty expires. The ADI or Representative office will advise the Purchaser of the nearest service center address to which the Purchaser must ship the defective product at his or her own expense. The product should be packed safely, preferably in its original packaging. ADI will pay return shipping costs.

Hardware Warranty Limitations

This warranty applies only to the hardware specified in this document and used under normal operating conditions and within specification. Consumables, electrodes and accessories are not covered by this warranty. Third party equipment is covered by the manufacturer's warranty. It does not cover hardware modified in any way, subjected to unusual physical, electrical or environmental stress, used with incorrectly wired or substandard connectors or cables, or with the original identification marks altered. Tampering with or breaking of the Warranty Seal will also void the warranty. ADI does not warrant that equipment is suitable for any specific purpose, other than that explicitly stated by ADI.

Product Types & Warranty Term

ADI manufactured products covered by three (3) year warranty

¹ Data Recorders: All PowerLab Data Recorders excluding Metabolic Systems (e.g. ML240 PowerLab/8M).

² Front-ends: The entire range of ADI Front-end Signal Conditioners.

³ Pods: The entire range of ADI Pod Signal Conditioners.

ADI manufactured products covered by one (1) year warranty

⁴ Specialized Data Recorders: Metabolic Systems (e.g. ML240 PowerLab/8M Metabolic System)

⁵ Instruments: Blood FlowMeter, Gas Analyzers, NIBP System (excluding transducers), STH Pump Controller.

Third Party Products (Including Transducers)

Products not manufactured by ADI are covered by the manufacturer's warranty.

Accessories and Consumables

Accessories and Consumables are not covered by any type of warranty.

Software License

The Purchaser has the non-exclusive right to use the supplied ADI software. (The Purchaser's employees or students, for instance, are entitled to use it, provided they adhere to this Agreement.) The Purchaser is permitted to make one backup copy of ADI software. Each separate purchase of a software program, allows the Purchaser to install the software on up to three computers for use with one PowerLab data acquisition unit. That is, the software can be used for analysis purposes on three separate computers, however a single license can only be used with one PowerLab unit to perform data acquisition. Departmental (multiple-user) licenses allow the Department to use the program on all computers situated within the Department, even if only one CD is provided. See the accompanied Software License document for more information.

Controlling Law and Severability

This license shall be governed by the laws of the territory into which the software is sold, or if sold into the United States of America, by the laws of the State of California.

Technical Support

The Purchaser is entitled to free technical support for any ADI product for one year from its date of purchase. Our technical support staff can provide advice concerning installation and operation of ADI products. Services outside of this may incur a charge. Technical support staff will not provide experimental protocols or procedural instructions for conducting experiments. However, information of this type may be provided in the supplied product documentation, or on ADI web sites.

Inquiries

For additional information or service inquiries please contact the nearest ADI Instruments office or Authorized Distributor. For contact details see www.ADIInstruments.com