



# LifePort<sup>®</sup>

## Kidney Transporter

### LifePort Protection Plan [L-PRO]

Annual collision and comprehensive plan covers four (4) events per customer, regardless the total number of LifePorts owned, above and beyond the basic one-year parts and labor warranty; covers repair of damage caused by accident, including replacement of lost or broken parts and loaner shipping; does not cover LifePort loss or theft or total replacement.

This plan is subject to the following terms and conditions:

1. The Company does not warrant that performance of the products will be error-free or uninterrupted.
2. The Company's warranty does not extend to any products:
  - which have been subjected to abuse, alteration, modification, tampering, misuse, or unauthorized repair or service;
  - which have not been used or handled by duly qualified personnel in a safe and reasonable manner in accordance with the Company's literature for the products and for the purpose for which the products are intended; or
  - used with products, materials, or solutions that have not been approved for use with such products.
3. To be admissible, any product return must contain the related delivery slip. In any case, a return of products shall be submitted to the Company for prior written approval. The Company shall incur the transportation costs of any returned products and insurance for risk of loss during such shipment.
4. The Company's warranty liability shall be limited to repair or replacement of any products, or, at the Company's option, to a refund of the purchase price.
5. In no event shall the Company be liable to customer or any third party, whether in contract, tort, or otherwise, for lost profits, loss of revenue or goodwill, or for any special consequential, incidental, or indirect damages. This limitation shall apply even where the Company has been advised of the possibility of such damage and notwithstanding the failure of the essential purpose of any limited remedy stated herein. Customer acknowledges that the Company is not the manufacturer of the products sold by the Company.
6. The Company's aggregate liability in connection with any products, whether arising in contract, tort (including negligence), or otherwise, shall in no event exceed the total amount payable/paid by the customer for such products. All such liability must be determined by a court of final jurisdiction to have been directly caused by the Company.