



Limited Product Warranty

1. General Terms

This Limited Product Warranty ("Warranty") is applicable to LifePort Transporters ("Equipment"), consumable products including organ preservation solutions ("Consumables"), and any other products sold by Organ Recovery Systems, Inc. ("Company") to a customer ("Customer") from Company (collectively, "Products"). An order of any Product from Company constitutes acceptance of this Warranty. Any conflicting or additional warranties, terms or conditions in any purchase order, confirmation or other writing from Customer, or in any order acknowledgement or other writing from Company, shall be of no binding force or effect whatsoever unless accepted in writing by a duly authorized representative of Company ("Representative"). This Warranty may not be amended unless agreed in writing by a duly authorized officer of Company.

2. Limited Warranty – Return of Products – Non-Conformity and Hidden Defects – Limited Remedies – Waiver and Release

- a) SUBJECT TO THE LIMITATIONS ON ITS LIABILITY SET FORTH IN THIS WARRANTY, COMPANY WARRANTS THAT PRODUCTS WILL BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIAL UNDER NORMAL USE IN ACCORDANCE WITH DOCUMENTATION AND INSTRUCTIONS PROVIDED TO CUSTOMER (AS UPDATED FROM TIME TO TIME BY COMPANY IN ITS SOLE DISCRETION, AND WHETHER MADE AVAILABLE IN WRITTEN FORM, ELECTRONICALLY AT A WEBSITE DESIGNATED BY COMPANY FOR SUCH PURPOSE, OR OTHERWISE, "DOCUMENTS") FOR THE FOLLOWING APPLICABLE WARRANTY PERIODS: (i) WITH RESPECT TO LIFEPORT TRANSPORTERS ("EQUIPMENT"), FOR A PERIOD OF TWO (2) YEARS FROM THE DATE COMPANY SHIPS THE SUBJECT EQUIPMENT AND (ii) WITH RESPECT TO CONSUMABLES, FOR A PERIOD OF ONE (1) YEAR FROM THE DATE COMPANY SHIPS THE SUBJECT CONSUMABLE PRODUCT OR THE EXPIRATION DATE OF THE CONSUMABLE, WHICHEVER OCCURS FIRST.
- b) CUSTOMER SHALL NOTIFY COMPANY WITHIN 5 WORKING DAYS FROM THE DATE OF DELIVERY OF ANY PRODUCT OF ANY VISIBLE DEFECT IN WORKMANSHIP AND MATERIALS IN SUCH PRODUCT. CUSTOMER SHALL NOTIFY COMPANY OF ANY HIDDEN DEFECT IN WORKMANSHIP AND MATERIALS PERTAINING TO SUCH PRODUCT WITHIN THE APPLICABLE WARRANTY PERIOD FOR SUCH PRODUCT: TWO (2) YEARS FROM THE DATE COMPANY SHIPS THE SUBJECT EQUIPMENT, AND ONE (1) YEAR FROM THE DATE COMPANY SHIPS THE SUBJECT CONSUMABLE PRODUCT OR THE EXPIRATION DATE OF THE CONSUMABLE, WHICHEVER OCCURS FIRST. THIS WARRANTY WILL BE VOID WITH RESPECT TO ANY PARTICULAR PRODUCT AFTER THE TIME PERIODS SET FORTH ABOVE.
- c) COMPANY DOES NOT WARRANT THAT PERFORMANCE OF PRODUCTS WILL BE ERROR-FREE OR UNINTERRUPTED.
- d) THIS WARRANTY DOES NOT EXTEND TO ANY PRODUCTS:



- i) WHICH HAVE BEEN SUBJECT TO ABUSE, ACCIDENT, ALTERATION, MODIFICATION, TAMPERING, MISUSE, OR UNAUTHORIZED REPAIR OR SERVICE BY ANYONE OTHER THAN THE MANUFACTURER OF PRODUCTS (OTHER THAN SERVICE PERMITTED OR REQUIRED TO BE PERFORMED BY THE USER AS EXPLAINED IN AND PERFORMED IN ACCORDANCE WITH OR PURSUANT TO ANY DOCUMENTS);
 - ii) WHERE THE PACKAGING HAS BEEN ALTERED, MODIFIED OR TAMPERED WITH PRIOR TO USE;
 - iii) WHICH HAVE NOT BEEN USED OR HANDLED BY DULY QUALIFIED PERSONNEL IN ACCORDANCE WITH THE DOCUMENTS OR ANY OTHER INSTRUCTIONS FOR USE, AND FOR THE INTENDED PURPOSE, OR OTHERWISE IN AN UNSAFE OR UNREASONABLE MANNER;
 - iv) USED WITH PRODUCTS, MATERIALS OR SOLUTIONS WHICH HAVE NOT BEEN APPROVED IN WRITING BY COMPANY FOR USE WITH SUCH PRODUCTS;
 - v) WHICH HAVE NOT BEEN STORED AND MAINTAINED IN STRICT COMPLIANCE WITH THE DOCUMENTS;
 - vi) SUBJECTED TO UNUSUAL PHYSICAL OR ELECTRICAL STRESS, TRANSPORTATION, FAILURE OF ELECTRICAL POWER, AIR CONDITIONING, HUMIDITY CONTROL, OR OPERATED OUTSIDE THE ENVIRONMENTAL PARAMETERS SPECIFIED FOR PRODUCTS, OR ANY ACTS, OMISSIONS, CAUSES OR EVENTS WITH RESPECT TO THE PRODUCTS BEYOND THE CONTROL OF COMPANY; OR
 - vii) DISTRIBUTED BY COMPANY ON BEHALF OF THIRD PARTIES ("THIRD PARTY PRODUCTS"), WHICH ARE PROVIDED "AS IS" WITHOUT FURTHER WARRANTIES OR REPRESENTATIONS BY COMPANY OF ANY KIND OR NATURE.
- e) THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY COMPANY WITH RESPECT TO PRODUCTS, AND IS GIVEN IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY WAIVED AND FOREVER DISCLAIMED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE AND ANY AND ALL WARRANTIES CLAIMED TO ARISE FROM A COURSE OF DEALING, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, USAGE, OR TRADE PRACTICE.
- f) WITHOUT LIMITATION OF PARAGRAPH (e) ABOVE, COMPANY FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY AND MAKES NO REPRESENTATION REGARDING COMPLIANCE WITH ANY FOREIGN, US FEDERAL, STATE OR LOCAL LAW RULE OR REGULATION NOW OR AT ANY TIME IN THE FUTURE IN EFFECT RELATING TO THE STORAGE, OPERATION OR USE OF PRODUCTS ("LAWS"). CUSTOMER HEREBY ACKNOWLEDGES THAT CUSTOMER IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL LAWS.



- g) No Product may be returned and no credit for any returned Product will be granted except with the prior written permission of a Representative. Company shall incur the transportation costs of any Products approved for return, and related insurance and risk of loss during shipment.
- h) COMPANY'S LIABILITY WITH RESPECT TO THIS WARRANTY AND THE PRODUCTS IS LIMITED TO REPAIR OR REPLACEMENT OF ANY PRODUCTS, OR, AT COMPANY'S OPTION, TO A REFUND OF THE PURCHASE PRICE ACTUALLY AND PREVIOUSLY PAID BY CUSTOMER. THE FOREGOING ARE CUSTOMER'S SOLE REMEDIES WITH RESPECT TO THIS WARRANTY AND THE PRODUCTS, AND THE COMPANY DISCLAIMS ANY ADDITIONAL REMEDIES.
- i) IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY WHETHER IN CONTRACT, TORT (INCLUDING FAULT OR NEGLIGENCE) OR OTHERWISE FOR LOST PROFITS, LOSS OF REVENUE, LOSS OF DATA OR GOODWILL, LOSS OF PROPERTY, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. THESE LIMITATIONS SHALL APPLY EVEN WHERE 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, WITH RESPECT TO THIRD PARTY PRODUCTS, COMPANY IS NOT THE MANUFACTURER OF SUCH THIRD-PARTY PRODUCTS.
- j) WITH RESPECT TO ALL LIABILITY OF COMPANY UNDER THIS WARRANTY OR WITH RESPECT TO THE PRODUCTS, COMPANY'S AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING FAULT OR NEGLIGENCE) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SUBJECT PRODUCT GIVING RISE TO A CLAIM. ANY SUCH LIABILITY MUST BE DETERMINED BY A COURT OF LAW TO HAVE BEEN DIRECTLY AND SOLELY CAUSED BY COMPANY.
- k) There are no third party beneficiaries of this Warranty. Customer may not assign any of its rights or obligations under this Warranty without the prior written consent of a Representative.

3. Reporting, Recordkeeping, and Recall

Customer agrees to supply to Company any information requested by Company to comply with any Laws as are applicable to the Products. When requesting such information, the Company shall provide a statement of the purpose for which the information is so required, and promptly after receipt of such request, Customer shall supply Company with responsive information reasonably available to Customer and necessary to enable Company to comply with applicable Laws. Without limiting the generality of the foregoing, Customer agrees to provide, upon request, information to Company that responds to whether a Product may have caused or contributed to the death or serious injury of an individual or has malfunctioned, and whether a Product may be likely to cause or contribute to death or serious injury of another if any malfunction were to recur.

If a recall occurs, Customer shall cooperate fully in conducting such recall. If a recall is caused (in whole or in part) by any action or omission of Customer in breach of this Warranty, Customer shall pay all costs of such recall, including attorneys' fees and expenses, transportation and related costs, and costs of destruction of the subject Product.



4. Indemnity

Customer hereby indemnifies, defends and holds harmless Company and its affiliates and its and their respective officers, directors, employees, insurers, agents and representatives from and against any and all losses and damages of any kind or nature whatsoever arising out of any claims or suits (including without limitation any attorney's fees or expenses, and other expenses of any kind or nature incurred in connection with the investigation, defense or appeal of any such claims or suits) resulting from (i) Customer's acts or omissions concerning the purchase, transportation, storage or use of Products, (ii) Customer's breach of any covenant contained in this Warranty, (iii) Customer's failure to comply with Laws or the Documentation, (iv) any act or omission of Customer which would void this Warranty pursuant to the terms of this Warranty, or (v) injury or damage to any third party (including death) or damage to any property (including any Products) arising out of any transportation, storage or use of Products by Customer (including its affiliates or their officers, directors, employees, independent contractors or agents) or third parties.