

Thornhill Research Inc. ("TRI") (doing business as Thornhill Medical) warrants the performance, materials and workmanship of the purchased TRI products will be free from material defects for a period of one (1) year from the date of shipment subject to the terms, limitations and exclusions set out below.

By accepting shipment of the TRI products, by installing TRI products at your facility or by using them for clinical or research use, you agree on behalf your organization, agency, clinic, hospital, laboratory or facility as applicable ("you") to the terms contained in this document (the "LIMITED WARRANTY").

LIMITATION OF WARRANTY

TRI does not warrant that the operation of any product will be uninterrupted or error free. For this LIMITED WARRANTY to be valid, the purchaser must use and maintain the system according to the procedures set out in the Operator's Manual (provided to you with the TRI Product) and in the Service Manual (made available as set out below). Routine maintenance, as specified in the Operator's Manual and in the Service Manual, is not covered under this LIMITED WARRANTY.

In addition to the items expressly set out below, this LIMITED WARRANTY will be void if this product is operated by someone who has not passed a formal training program designed to ensure proper use of the products in accordance with the Operator's Manual, or if there is a failure to comply with the maintenance procedures set out in the Service Manual.

The warranty provided above is subject to the following limitations and exclusions on components and subsystems of the TRI products:

Device mounted, user replaceable semi consumables:

- Airway Adapters: No warranty applies.

Serviceable internal components:

- Anesthetic Cartridge Fitting: Six (6) months from the date of shipment.
- Purged anesthetic Container: No warranty applies.
- Filter, Screen, Pump: No warranty applies.

Accessories:

- Anesthesia and CO₂ Monitoring sensor: Six (6) months from the date of shipment.
- Anesthetic Refilling Adapters: Three (3) months from the date of shipment.
- Tubing, 22mm x 36": No warranty applies.
- Airway Adapters: No warranty applies.
- Waste Gas Tubing, 30mm x 30ft: No Warranty applies.

This LIMITED WARRANTY does not apply to defects or damage to the products resulting from, as determined solely at the discretion of TRI:

- Improper use or misuse of the product
- Neglect, fire, flood, loss, theft
- Normal wear and tear
- Use of consumables or single use items in connection with the product other than as set out in the Operations Manual
- Improper or inadequate maintenance, care, handling, storage or installation
- Unauthorized modifications or repairs
- Use of the product by any person who has not passed a formal training program designed to ensure proper use of the products in accordance with the Operator's Manual
- Use of any product with accessories or consumables from any party other than TRI or suppliers who TRI has authorized to provide such part or accessory
- Use or storage outside the product specifications

This LIMITED WARRANTY is VOID if:

- Any part of a TRI product is repaired, serviced or opened by a repair person not authorized in writing by TRI
- Any part of a TRI product is used with parts or accessories (including consumables, single use items, and replacement parts) from any party other than TRI or suppliers who TRI has authorized to provide such part or accessory
- TRI recommends return of a product for service or repair and the customer elects not to return the product for service
- The product is not maintained as set out in the Operator's Manual or Service Manual (including any restrictions as to the parties authorized to perform service and maintenance with respect to the product)
- Accurate maintenance records are not kept and provide to TRI upon request
- The product is used in a manner or for a use not set out in the intended use section of the Operator's Manual
- TRI is not notified promptly of any defect in any product
- TRI is not given a reasonable opportunity to investigate all claims

You are solely responsible for, and will indemnify, defend and hold TRI harmless from and against any loss, liability, damages, costs, expenses, or claims arising from or in connection with any of the circumstances listed above.

NOT TRANSFERRABLE

TRI's warranty obligations apply on to the original purchaser of the product and may not be transferred or assigned to any other party.

PERMITTED USE

Your use of TRI's products will comply at all times with applicable law, any professional standards applicable to your activities, the Operator's Manual and the Service Manual (including any sections describing the product's intended use). You will not, and you will not permit any person to, decompile, reverse engineer, disassemble, copy, translate, modify or deactivate the TRI products or any part thereof. You are solely responsible for, and will indemnify, defend and hold TRI harmless from and against any loss, liability, damages, costs, expenses, or claims arising from or in connection with any breach of this paragraph by you or any user of the Products.

LIMITATION OF LIABILITY

IN NO EVENT SHALL TRI (OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, LICENSORS, CONTRACTORS OR OTHER REPRESENTATIVES, [COLLECTIVELY, "REPRESENTATIVES"]) BE LIABLE FOR DAMAGES ARISING FROM COMMERCIAL LOSS FROM ANY CAUSE, BUSINESS INTERRUPTION, PERSONAL INJURY, OPERATOR ERROR, LOSS OF USE; INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, EXEMPLARY DAMAGES OR OTHER DAMAGES IN CONNECTION WITH PRODUCTS; IN EACH CASE WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE REMEDIES PROVIDED IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES IN CONNECTION WITH ANY DAMAGES, EXPENSES OR LOSSES INCURRED IN CONNECTION WITH THE PRODUCTS. TO THE EXTENT ALLOWED BY LAW, THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY EXPRESSED OR IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. TRI'S AND ITS REPRESENTATIVES' LIABILITY FOR DAMAGES OF ANY KIND SHALL, IN ANY EVENT, BE LIMITED TO THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT.

MISCELLANEOUS

This LIMITED WARRANTY reflects the basis on which the products are provided for your use and constitutes an agreement by you and TRI. If any provision of this LIMITED WARRANTY as drafted herein is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be interpreted by such court in a manner which retains the plain meaning of such clause to the maximum extent possible to render it valid, legal and enforceable while retaining the economic and legal substance of that language. In the event such an interpretation is impossible, such provision will be severed from this LIMITED WARRANTY and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to TRI or its counterparties. This LIMITED WARRANTY will be governed by the laws of Ontario and the federal laws applicable therein. Any dispute, controversy or claim arising out of or relating to this contract including any question regarding its existence, interpretation, validity, breach or termination or the business relationship created by it shall be referred to and finally

resolved by arbitration in English under the Canadian Arbitration Association Arbitration Rules. The place of the arbitration shall be Toronto, Ontario. There will be no appeal from the decision of the arbitral tribunal on questions of fact, law, or mixed fact and law. All matters related to the arbitration shall be kept confidential to the full extent permitted by law and no individual shall be appointed as an arbitrator unless he or she agrees in writing to bound by such confidentiality requirement.

WARRANTY PROCEDURES

For warranty service or repair, the TRI service department must be contacted. The service department will first attempt to resolve the issue by phone or other remote media. If TRI determines, at its sole discretion, that the product is in need of repair, TRI will provide a returned merchandise authorization (RMA) to return the unit, together with instructions for shipping. The product must be returned to TRI or a service facility designated by TRI, shipping prepaid by the purchaser.

Products must be shipped back in their original shipping containers. Once the returned product is inspected by TRI, TRI will determine, in a good faith investigation and at its sole discretion, whether this LIMITED WARRANTY applies. If TRI determines that the LIMITED WARRANTY applies, TRI will repair or replace the defective product at TRI's option, and ship the system back to the purchaser, with a method of TRI's choosing, and at TRI's cost.

If TRI determines, in its sole discretion, that this LIMITED WARRANTY does not apply, the purchaser will be requested to authorize the repairs, and upon authorization, will be billed for the repair together with the cost for return shipping in accordance with the purchaser's shipping instructions.

FOR WARRANTY AND SERVICE CONTACT THORNHILL MEDICAL:

Toll-free: 1-888-597-1325

Direct: +1-416-597-1325

www.thornhillmedical.com

The following must be provided with any warranty claim:

1. **MADM™** serial number, located in the serial number label on the side wall of the device.
2. Exact current street address location of the device.
3. Name, phone number and email of the contact person responsible for the device.
4. Persistent Alarm Message, Error Code, or brief description of the reason for the call.

ACCESS TO SERVICE MANUAL

TRI will make the Service Manual available to authorized service personnel upon request via: www.thornhillmedical.com/contact.