

WHAT WE WILL PROVIDE

The Pharmacolog WasteLog and DrugLog systems (“Product”) includes a Codonics service agreement for 12 months from the date of installation from Codonics or for the length of the term provided in the contract that this contract is appended to. If Codonics does not perform installation of the Product, the period of the Service Agreement is amended to 14 months from the date of shipment of the affected Product from Codonics.

This Service Agreement includes warranty by Codonics Inc. against defects in materials and workmanship for the term of the service agreement. End user’s exclusive remedy under this Warranty is, at Codonics’ discretion, the replacement of the affected Product component, or component with a new or reconditioned Product, or component should the end user, after a failure, be unable to return the unit to correct operating condition through taking the steps identified in the Troubleshooting section of the User’s Manual and after performing troubleshooting with Codonics Technical Support. Limitations apply. The replacement of the component or Product with a new or reconditioned component or Product is solely at the discretion of Codonics. Cuvettes for use as part of the Product are not covered under this Service Agreement and Warranty. This Warranty provides coverage for the Product with replacement equipment dispatched from Codonics facilities in Middleburg Heights, Ohio.

This Service Agreement includes technical support, software upgrades and drug catalog updates during the term of the service agreement. To obtain technical support please contact Codonics as directed under CONTACTING CODONICS. Technical support services, software upgrades and drug catalog updates are only available under this Service Agreement for the affected Product during the term of an active service agreement. Software upgrades include any continuous improvements and enhancements of existing functionality, if developed by or on behalf of Codonics, during the term of this Service Agreement. Software upgrades do not include the addition of new functionality. Software upgrades require that the Product to receive a software upgrade be connected to the internet and be enabled for remote access. Any technical support and/or software upgrades requested from Codonics after expiration of the term of this Service Agreement, if agreed to by Codonics in its sole discretion, shall be offered at Codonics’ service rates then in effect at the time of the request.

This Service Agreement and Warranty are applicable in the United States of America and Canada. This Service Agreement and Warranty are not applicable in any other country.

REQUIRED PROCESSES

The customer reports a problem to Codonics or their Codonics representative. In the event that the Codonics representative is unable to resolve the difficulty, the customer should contact Codonics directly. Codonics Technical Support personnel will analyze the service needs, assist the original purchasing party’s technical personnel to troubleshoot the problem and, if necessary, will arrange for an exchange Product or component to be shipped to the customer site. The serial number, model number and location of the unit must be provided to Codonics Technical Support in order to verify Product specific warranty status and eligibility

An exchange Product or component will ship using priority service within one business day if the request for swap is received by 15:00 local time of the stocking location, otherwise, the exchange will be sent out the following business day. Time of delivery to the customer site is determined by overnight courier transportation limitations.

The customer is responsible for any damage, cosmetic or otherwise, as a result of misuse, improper packaging, and the use of cuvettes not obtained from Codonics. If a component or product is returned to Codonics with damage not covered under Warranty, Codonics will invoice the customer for all parts and labor required to make the component or Product “like new.” Examples of damage not covered by Warranty are: unit not returned in the original packaging container or not packed correctly, severe cover(s) damage (deep scratches, cracks, etc.), and non-removable hospital asset labels or markings. The failed component, once repaired, becomes the property of Codonics.

Failure to use proper packaging material and identification with a Return Material Authorization (RMA) number for returns may result in Products being rejected at the factory. Failure to use proper packaging may result in damage to the Product.

Should your Product require service, return it with the following information attached: owner’s name, address, and telephone number, the model number, the complete serial number, RMA number and a clear description of the problem and service required. Any out-of-warranty repairs are warranted against defects in materials and workmanship for a period of 90 days from the date of service, unless provided differently by local law.

LIMITATIONS

This Warranty does not apply in all countries and/or if the Product or component has been damaged by improper storage or transport, accident, misuse, abuse, incorrect installation, unauthorized modifications, neglect, improper shipping, damage caused by disasters such as fire, flood, and lightning, improper electrical current, interaction with non-Codonics products including use of cuvettes obtained from other than Codonics, damage caused by debris, improper use of cuvettes or service other than by Codonics authorized personnel. This Warranty does not cover consumable items.

No other express or implied warranty is given. The replacement of the Product or component is customer's sole and exclusive remedy. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED HEREIN, CODONICS INC. DISCLAIMS ALL WARRANTIES ON THE PRODUCT FURNISHED HEREUNDER, INCLUDING ANY AND ALL IMPLIED WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IMPORTANT NOTE

In the event that a Product component returned under this program is evaluated by Codonics technical personnel and found to not have any functional problem, investigation may be made into the reason, and Codonics may, in the event of misuse or abuse of the system, at its option, invoice the customer for the costs incurred for the return and evaluation of the component, require that any subsequent swaps for the customer site be approved in writing by Codonics corporate headquarters, and/or void the Warranty.

Some states, provinces, or countries prohibit limitations on the length of an implied Warranty; therefore, the above-cited limitations may not be applicable to you. IN NO EVENT SHALL CODONICS INC. BE LIABLE FOR DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF AN ALLEGED DEFECT IN THE PRODUCT, EXCEEDING A PURCHASE PRICE PAID BY THE CUSTOMER FOR THE AFFECTED PRODUCT.

Some states, provinces, or countries prohibit the exclusion or limitation of incidental or consequential damages; therefore, the above limitation or exclusion may not apply to you.

This Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state, province to province, or country to country

VERIFICATION OF WARRANTY STATUS

The original purchasing party shall contact Codonics and provide the failing equipment's serial number and information regarding the troubleshooting that was performed. Codonics corporate Technical Support personnel will advise as to the Warranty status and if appropriate, will provide the RMA number used to initiate the Warranty action. A replacement component will not be dispatched unless legitimate troubleshooting is performed and accepted by Codonics. Codonics reserves the right to have corporate Technical Support personnel contact the user to verify or perform troubleshooting if it is determined to be appropriate.

The customer is responsible for any freight costs or packaging required to repair this product out of Warranty.

SHIPPING INSTRUCTIONS

A Return Materials Authorization (RMA) number is included with the replacement component dispatched by the Codonics facility. The end user must prominently affix the included RMA number to the outside of the box and use the packing material provided with the replacement component to package the failed component for return to Codonics. Failure to use proper packaging material may result in damage to the Product and repair of such damage will be billed to the customer.

Also included with the replacement component dispatched to the facility is a pre-completed overnight courier airway bill. The form is complete except for applicable site location information and contact to be completed by the customer. The properly packaged failed unit must be dispatched back to Codonics no later than the next business day after receipt of the replacement unit.

VERY IMPORTANT

Be certain to power the unit down correctly, remove any inserted cuvettes before shipping, and package in original packaging container.

The packaged item should be shipped to Codonics, 17991 Englewood Drive, Middleburg Heights, Ohio, USA, unless otherwise instructed by Codonics. Contact your sales representative for assistance. The RMA number should be clearly written on the outside of the box. In any correspondence, refer to the product by model and serial number.

If the unit is not under Warranty, it is your responsibility to pay shipping charges for delivery to and from Codonics, and any service to be performed on the Product at Codonics' then-current service rates.

Interaction with non-Codonics products including use of cuvettes obtained from sources other than Codonics are not covered by this warranty.

Products are sold on the basis of the specifications applicable at the time of manufacture. Codonics Inc. shall have no obligation to modify or update products once sold.

NO AGENT, REPRESENTATIVE, DEALER, OR EMPLOYEE OF THE COMPANY HAS THE AUTHORITY TO INCREASE OR ALTER THE OBLIGATIONS OF THE WARRANTY.

OUT OF WARRANTY SHIPMENTS

A Return Materials Authorization (RMA) number shall be obtained from a Codonics Technical Support or Sales/Customer Service Representative. You must provide the serial number of the Product and must have approved Codonics packing material before an RMA number will be issued. If packing materials are needed, the end user is responsible for their purchase. Any damage incurred in transit is not covered by Codonics. Codonics suggests that the shipment be insured.

WASTELOG OR DRUGLOG SERVICE AGREEMENT DEPOT SWAP WARRANTY EXTENSIONS

Extended service agreement and warranty coverage is available through year five from the date on which the Product is shipped by Codonics. Extended service agreements must be purchased either at the time of initial purchase of the Product or while the Product is under an active service agreement.

How do I order?

When placing your initial order for a Product, simply order the appropriate Warranty option in addition to the product.

Warranty, Single Year Agreement Extensions:

Part Number	Description
WL-SSD-2	WasteLog, Year 2, Service and Support with Depot Swap Warranty, including Hardware & Software Support, and Software Updates
WL-SSD-3	WasteLog, Year 3, Service and Support with Depot Swap Warranty, including Hardware & Software Support, and Software Updates
WL-SSD-4	WasteLog, Year 4, Service and Support with Depot Swap Warranty, including Hardware & Software Support, and Software Updates
WL-SSD-5	WasteLog, Year 5, Service and Support with Depot Swap Warranty, including Hardware & Software Support, and Software Updates
DL-SSD-2	DrugLog, Year 2, Service and Support with Depot Swap Warranty, including Hardware & Software Support, and Software Updates
DL-SSD-3	DrugLog, Year 3, Service and Support with Depot Swap Warranty, including Hardware & Software Support, and Software Updates
DL-SSD-4	DrugLog, Year 4, Service and Support with Depot Swap Warranty, including Hardware & Software Support, and Software Updates
DL-SSD-5	DrugLog, Year 5, Service and Support with Depot Swap Warranty, including Hardware & Software Support, and Software Updates

Multiple Year Agreement Extensions:

Part Number	Description
WL-SSD-2-5	WasteLog, Years 2 through 5, Service and Support with Depot Swap Warranty, including Hardware & Software Support, and Software Updates
DL-SSD-2-5	DrugLog, Years 2 through 5, Service and Support with Depot Swap Warranty, including Hardware & Software Support, and Software Updates

For information on additional service options or to order extended service agreements for your product please see www.codonics.com or email support@codonics.com or contact your Codonics Representative.

CONTACTING CODONICS

Codonics Technical Support is available 24 hours per day. Telephone hotline support 1-800-444-1198. By email: support@codonics.com.

Problem reports and software updates are available by contacting email address: support@codonics.com.