



## ECHONOUS WARRANTY SCHEDULE

### 1. Company

This Warranty Schedule is provided by EchoNous, Inc. ("EchoNous"). EchoNous' contact details are as follows:

- (a) Street address: 8310 154<sup>th</sup> Ave NE Building B, Suite 200, Redmond, WA 98052, United States of America
- (b) Tel: (844) 854-0800 (Toll Free)  
Fax: (425) 242-5553
- (c) Email: [service@echonous.com](mailto:service@echonous.com)

Any updates to the above contact details will be published at [www.echonous.com](http://www.echonous.com).

### 2. Contact for Warranty Service

For warranty service, please contact the following:

Phone: 844-854-0800 (Toll Free)

Email: [service@echonous.com](mailto:service@echonous.com)

Any updates to the above contact details will be published at [www.echonous.com](http://www.echonous.com).

### 3. Scope and Duration of Warranties

**Customers.** The warranties contained in this Warranty Schedule is provided only to such person or entity that acquires EchoNous' products for its own use and not for resale (the "Customer").

**Covered Products.** The warranties contained in this Warranty Schedule are limited to the following products (collectively, the "Covered Products"):

- (a) Production grade Kosmos device components comprised of Bridge tablet display, Torso ultrasound probe, Torso-One ultrasound probe, and Lexsa ultrasound probe.
- (b) Factory refurbished Kosmos device components comprised of Kosmos Bridge tablet display, Torso ultrasound probe, Torso-one ultrasound probe, and Lexsa ultrasound probe.
- (c) Production grade AI Station and all its components.

The following accessories are excluded from the warranty: mobile carrying case, binaural headset, ECG patient cable and bridge stand. Consumer off-the-shelf (OTS) display tablets included as convenience items in the Kosmos Mobile and Kosmos Plus System configurations are excluded from the warranty.

#### Warranty Period

Warranty Period for Covered Products are as follows:

- (a) Production grade device components:  
5 (five) year term
- (b) Factory refurbished device components:  
1 (one) year term

The warranty period begins on the date that the Product is shipped to the Customer. The warranty period for any replacement product or component to a Covered Product supplied to Customer as a warranty remedy will be the unexpired portion of the warranty period applicable to the original Covered Product as replaced. The warranty period does not reset for subsequent replacement device components that are issued under warranty.

**Product Warranties.** EchoNous warrants to Customer that each Covered Product will be free from defects in materials and manufacture and will operate in all material respects in accordance with the functional

specifications in the User Manual provided by EchoNous with the Covered Product, as modified by any written updates subsequently made available by EchoNous, for the duration of the Warranty Period.

#### 4. Warranty Exclusions

The foregoing warranties in respect of Covered Products do not cover:

- (a) Any defect or deficiency of the Covered Product that results, in whole or in part, from (1) failure to operate, maintain or store the Covered Product in accordance with applicable specifications, instructions and manuals; (2) the dismantling, repair or alteration of the Covered Product by unauthorized personnel; (3) any use of the Product in connection with any equipment or other items not furnished by EchoNous; or (4) negligence or willful misconduct (such as abuse or intentional damage of the Covered Product).
- (b) Damage to or malfunction of transducers due in whole or in part to disinfecting or sterilizing incorrectly or with chemicals not recommended by EchoNous.
- (c) Covered Products that are subjected to theft, vandalism or disasters such as flood, fire or war.
- (d) Covered Products that have been used in and/or potentially exposed to certain pathogens and/or biohazards are excluded, unless Item 6 of this Warranty Schedule applies.
- (e) Products that are purchased from unauthorized EchoNous sales channels or dealers. (i.e. used medical equipment brokers, online marketplace retailers)

EchoNous is not responsible for any loss of data stored in the Covered Products that are returned to EchoNous. Customer is responsible for backing up all data stored on a system and removing it from the system prior to receipt by EchoNous.

#### 5. Exclusive Warranty Remedies

In the event of a breach of Product Warranty supplied in respect of a Covered Product, Customer must notify EchoNous via the contact details set out in Item 2 of this Warranty Schedule.

The customer will need to take the following actions for a warranty action to be initiated.

(a) Customers must contact the EchoNous service department via telephone or email to report a device malfunction. The customer must provide the serial number of the reported failure device, an accurate description of the event (supported by pictures and videos), and the impacted parties.

(b) After the EchoNous service agent confirms the reported malfunction, the agent will assign a Case and RMA to investigate the reported failure. The service team will then ship out a warranty replacement of the same make and model to serve as a warranty exchange.

(c) Replacement device components may be factory refurbished with original equipment manufacturer's (OEM) parts that perform to the factory specifications of the Product at EchoNous' sole discretion.

Costs of delivery to the authorized service location shall be born by Customer and return to the Customer will be borne by EchoNous. Title to and the risk of loss or damage to the products being returned by Customer will remain with Customer until delivered to the authorized shipping agent. Title to and the risk of loss or damage to the replacement parts or replacement products will remain with EchoNous until delivered to Customer.



KOSMOS  
by EchoNous

THE REMEDY SELECTED BY CUSTOMER IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF CUSTOMER FOR ANY BREACH OF THE WARRANTY SET OUT IN THIS WARRANTY SCHEDULE.

of this Warranty Schedule and any other documentation or statements provided or signed by EchoNous, the terms of this Warranty Schedule will prevail to the extent strictly necessary.

Failure by Customer to return the defective part or the full unit within 30 days of receipt of the replacement part or replacement unit for any reason, will result in Customer being charged for the retail value of such part or the full unit.

Following receipt of the Covered Product at the service center, EchoNous' representative will assess the Product. If after assessment any warranty claim in respect of an otherwise

Covered Product is determined by EchoNous not to be valid, then EchoNous will be entitled to charge the Customer for the costs of the replacement parts or units (along with the cost of shipment to the Customer).

#### **6. Customer Responsibilities for Biohazard-Exposed Products.**

EchoNous may, in its sole discretion, elect not to receive items from Customer which have been used in and/or potentially exposed to certain pathogens and/or biohazards. In the event that Customer wishes to return to EchoNous any item that has or may have been exposed to pathogens as recognized by the United Nations World Health Organization (WHO), International Association of National Public Health Institute, Centers for Disease Control and Prevention, or any other similar regulatory body customer shall: (a) provide written notification in advance to EchoNous and obtain EchoNous' authorization for the return, (a) fully decontaminate all products before packaging, and (b) label all boxes in accordance with biohazard transportation regulations outlined by WHO.

#### **7. Conflicting documents**

To the extent there is any conflict between the terms

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