



NOTE: All warranty periods begin on the Code Blue invoice date.

Code Blue warrants reconditioned/refurbished units and parts to the original purchaser (Buyer), for the warranty period listed below, that under normal use and service after proper replacement the Code Blue products listed below and purchased from Code Blue or its authorized dealer(s) shall be free from manufacturing defects of material and workmanship:

- Replacement items provided in warranty repairs/replacements are warranted for the remainder of the original warranty period, or 90 days from invoice of services, whichever is greater.
- Out of warranty repairs are warranted for 90 days.
- Refurbished paint is warranted for 2 years
- Fusion & ToolVox servers & components are warranted under Hosted Cloud service plans only due to continuous electronic advancements and future software upgrades.
- Light bulbs and similar replaceable items, minor adjustments, and custom programming are NOT covered by warranty.

Terms & Conditions

Code Blue's sole obligation and the Buyer's sole remedy under this warranty are limited and conditioned as follows:

Code Blue will repair or replace, at Code Blue's sole option, the defective unit, defective components of the unit or parts when such are returned to Code Blue at the address below, freight prepaid by the Buyer **before** the expiration of the applicable limited warranty period with proof of purchase, description of the damage or defect and the related circumstances.

Requests for return must be completed using the RMA form located online at <http://codeblue.com/support/returns-form/> and approved by Code Blue prior to return. If Code Blue chooses to replace the unit, component or part, this warranty does not include any costs for removal of the defective item or installation of the replacement item. If Code Blue chooses to repair the unit on site, this warranty covers the costs of the parts used only. Code Blue does not pay for travel, freight, dealer service or any other labor charges associated with warranty work. If Code Blue, in its sole discretion, chooses to ship a replacement unit or component prior to return of the items claimed to be defective, Code Blue will invoice Buyer for any units, components or parts shipped pending a determination by Code Blue that the repair or replacement is covered by this warranty. This warranty is void (i) if the unit, component or part is not operated in conformance with installation, environmental, mechanical or electrical requirements, or within thermal stress limits, or (ii) to the extent that any malfunction is the result of misuse, abuse, improper installation or application, such as connecting to third party products not approved by Code Blue, alteration, accident, or negligence in use, storage, transportation, or handling, or if the original identification markings on the unit, component or part have been removed, defaced or altered.

Services

Only authorized Code Blue representatives are allowed to perform warranty repair service. Service by non-authorized personnel will void this warranty. This warranty is voided in the event the Buyer or anyone else alters or modifies the unit without Code Blue's prior written authorization. Failure to follow Code Blue's recommended installation procedures and instructions will also void this warranty.

Exclusions

Code Blue units or parts damaged in shipping are not covered under warranty and are the responsibility of the Buyer. Code Blue does not warrant products that have been damaged due to: modification, alteration, repair or service by anyone other than an authorized Code Blue representative, physical abuse to, or misuse of, the product; operation in a manner contrary to the instructions provided by Code Blue; faulty installation; improper maintenance; freight damage; acts of God, such as lightning or fluctuation in electrical power; or substituted parts or accessories of other manufacturers.

Product Changes & Modifications

Code Blue reserves the right to make changes in design and to make additions or improvements without incurring an obligation to modify or install same on previously manufactured products or any obligation to contact the Buyer.

Limitation of Liability

Code Blue neither assumes nor authorizes any other person or entity to assume for Code Blue any liabilities in connection with the sale of Code Blue products other than this express warranty. This warranty is afforded by Code Blue only to the Buyer and not to any other person or entity. Should any dealer or contractor elect to offer its own warranty with respect to the unit, Code Blue is not responsible for such warranty. No Code Blue dealer or employee is authorized to make any modification to this warranty without the express written authorized consent of Code Blue. CODE BLUE'S LIABILITY IN ANY EVENT SHALL NOT EXCEED THE PURCHASE PRICE OF THE UNIT OR PART, AND IN NO EVENT SHALL CODE BLUE BE LIABLE FOR LOST PROFITS OR SPECIAL, ACTUAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE, OR ANY LOSS OR DAMAGE RESULTING FROM THE INTERRUPTION OR FAILURE IN THE OPERATION OF THE PRODUCT OR ANY SERVICE RENDERED BY CODE BLUE, FOR CODE BLUE'S FAILURE TO MEET SHIPMENT SCHEDULES OR FOR ANY OTHER REASON.

Independent Warranties

THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS DOCUMENT. ANY EXPRESS WARRANTY NOT PROVIDED HERE AND ANY REMEDY WHICH BUT FOR THIS PROVISION MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, IS EXCLUDED AND DISCLAIMED.

Intellectual Property

The name "Code Blue," its associated trade names, logos, and trademarks are the exclusive property of Code Blue and nothing here gives the Buyer any interest in same. Buyer may not use the name "Code Blue" or its associated trade names, logos, and trademarks without prior written authorization.

Governing Law

All sales to the Buyer will be governed and construed in all respects in accordance with the laws of the State of Michigan. The sole venue for any claim shall be Kent County, Michigan, and the sole jurisdiction for same shall be with the State Courts of Michigan. Code Blue may at its option require the Buyer to participate in an alternative dispute resolution procedure as a condition to any court action by the Buyer. Notwithstanding any provision to the contrary, Code Blue reserves the right to modify, amend or terminate warranties offered on its products at any time with or without notice to the Buyer.