

## LOOP CPR CONTROLLER HARDWARE LIMITED WARRANTY

WARNING! THE LOOP LEARNING SYSTEM, INCLUDING THE LOOP CPR CONTROLLER AND THE LOOP SOFTWARE, IS NOT A LIFE SAVING OR MEDICAL DEVICE AND IS INTENDED FOR USE ONLY AS AN EDUCATIONAL TRAINING TOOL ON CPR MANIKINS. ADULT SUPERVISION IS REQUIRED.

- 1. LIMITED WARRANTY. YOU MAY HAVE STATUTORY RIGHTS THAT ARE UNAFFECTED BY THIS WARRANTY. The LOOP Learning System (the "System"), an American Safety and Health Institute, Inc. *dba* Health & Safety Institute ("HSI") product, includes a hardware component called the LOOP CPR Controller (the "LOOP"). Your LOOP is warranted against defects in materials and workmanship for a period of ninety (90) days after the original purchase (the "Warranty Period"). If a defect occurs during the Warranty Period, HSI, at its sole discretion and to the extent permitted by law, will: (a) replace the LOOP with a new LOOP; (b) repair the LOOP at no charge using new or equivalent parts; or (c) exchange the LOOP with a refurbished LOOP that is functionally equivalent to a new LOOP. HSI reserves the right to change the method for providing warranty service at any time for any reason without prior notice to you.
- 2. Warranty Exclusions. Damage that is caused by misuse and that is not a result of workmanship or materials, is excluded from this warranty, including without limitation: cosmetic damage, damage resulting from use with incompatible hardware or software, normal wear and tear, age, or modification of the LOOP or to the System. Software included with the System is not included in this warranty and is subject to a separate license agreement.
- 3. DISCLAIMERS. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, HSI MAKES NO OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE. YOU AGREE THAT ANY EFFORTS BY HSI TO MODIFY THE LOOP OR THE SYSTEM SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS. To the extent warranties cannot be disclaimed, HSI LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THE EXPRESS WARRANTY AND TO THE REPAIR OR REPLACEMENT OPTIONS IN SECTION 1.
- 4. Obtaining Warranty Service. Contact HSI Warranty Department at: by telephone at (877) 440-6049 or via email at support@hsi.com. If your LOOP is eligible for warranty service, HSI will send you a postage-paid return envelope and the required packaging material for the shipment of your LOOP to HSI. Proof of purchase or eligibility for warranty service may be required.

- LIABILITY LIMITATION. THE WARRANTY AND REMEDIES DISCUSSED ABOVE ARE EXCLUSIVE AND PROVIDED IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES. TO THE EXTENT ALLOWED BY APPLICABLE LAW, HSI IS NOT LIABLE FOR PERSONAL INJURY, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CON-SEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION THE LOSS OF PROFITS, REVENUE, CORRUPTION OR LOSS OF DATA, OR USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF HSI OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE LENGTH OF IMPLIED WARRANTIES OR LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR PERSONAL INJURY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES SO THIS PROVISION MAY NOT APPLY TO YOU. WITHOUT REGARD TO WHETHER THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL HSI'S TOTAL LIABILITY FOR DAMAGES EXCEED FIFTY DOLLARS (\$50.00), EXCEPT AS MAY BE REQUIRED FOR PERSONAL INJURY UNDER APPLICABLE LAW.
- 6. No Unauthorized Modifications. No HSI reseller, agent, or employee, or any other person is authorized to make any modifications, extension, or additions to this warranty. If any provision of this warranty is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions will remain valid and unimpaired, and will continue in full force and effect.

Health & Safety Institute

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