

LIMITED PRODUCT WARRANTY
Natus Neuro Incorporated
Camino Intracranial Pressure Monitor

Warranty

Natus Medical Incorporated (“Natus”) warrants to the original purchaser only that each new Natus product is free from manufacturing defects in material and workmanship under normal use and service for a period of one year from the date of delivery by Natus to the first purchaser, but in no event beyond the expiration date stated on any product labeling.

Surgical instruments are guaranteed to be free from defects in material and workmanship when maintained and cleaned properly and used normally for their intended purpose.

Any covered product that is placed by Natus under a lease, rental or installment purchase agreement and that requires repair service during the term of such placement agreement shall be repaired in accordance with the terms of such agreement.

If any covered defect occurs during the warranty period or term of such placement agreement, the purchaser should communicate directly with Natus’ home office. If purchaser seeks to invoke the terms of this warranty, the product must be returned to Natus at its home office. The defective product should be returned promptly, properly packaged and postage prepaid. Loss or damage in return shipment to Natus shall be at Customer’s risk. Natus sole responsibility under this warranty shall be repair or replacement, at the sole discretion and expense of Natus, subject to the terms of this warranty and applicable agreements.

IN NO EVENT SHALL NATUS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THE ACQUISITION OR USE OF ANY NATUS PRODUCT. Further, this warranty shall not apply to, and Natus shall not be responsible for, any loss arising in connection with the purchase or use of any Natus product that has been repaired by anyone other than an authorized Natus service representative or altered in any way so as, in Natus judgment, to affect its stability or reliability, or which has been subject to misuse, negligence or accident, or which has been used otherwise than in accordance with the instructions furnished by Natus. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF NATUS, AND NATUS NEITHER ASSUMES NOR AUTHORIZES ANY REPRESENTATIVE OR OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH NATUS PRODUCTS.

NATUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE OR OTHERWISE, OR APPLICATION OR WARRANTY OF QUALITY AS WELL AS ANY EXPRESS OR IMPLIED WARRANTY TO PATIENTS. No warranty or guarantee may be created by any act or statement nor may this Standard Warranty be modified in any way, except as a result of a writing signed by an officer of NATUS. These limitations on the creation or modification of this warranty may not be waived or modified orally or by any conduct.

Service, Repairs and Replacement

Service and Repairs. All service and repairs covered by this Warranty may be referred to hereinafter as “in-warranty repairs,” and all service and repairs not covered by this Warranty may be referred to as “out-of-warranty repairs.” Customer shall be responsible to pay Natus’ then-standard charges for any out-of-warranty repairs performed by Natus. Natus’ sole obligation for Equipment defects and failures of performance shall be to make all necessary adjustments and repairs in accordance with this Warranty.

Equipment Replacement. The defective Equipment or part thereof that is replaced in accordance with the Warranty shall be the property of Natus. Natus reserves the right to fill spare parts requests using refurbished sub-assemblies provided that such sub-assemblies are functionally equivalent to new sub-assemblies and carry the same warranty as the replaced sub-assemblies.

Notification. In order to avail itself of its rights under the Warranty, Customer must immediately notify Natus of any defects and provide Natus every opportunity to inspect and remedy defects.

Repair Parts and Services

Included under the Warranty are the following services:

Modifications to Covered Equipment. From time to time, at its sole discretion, Natus may propose modifications to the covered Equipment and to the specifications for the Equipment (“Specifications”). Subject to Customer’s approval and at its sole expense, the Customer may request Natus to make such modifications to the covered Equipment and to the Specifications. Natus shall make such modifications for the Customer, which modifications may include the installation of new parts in the Equipment, at a price equal to the then-current list price for

such modifications, as such list price is established by Natus in its sole discretion.

Quality Control

Customer shall maintain reasonable standards of quality control, operations, procedures, safety testing and inspection of Equipment to ensure that unnecessary service or maintenance is not required hereunder.

Customer shall provide a technical counterpart to Natus' Service Agent for assistance in Natus' telephonic diagnosis of the malfunction with the Equipment. Customer shall reasonably accept Natus' determination whether a repair or service is an in-warranty repair or an out-of-warranty repair.

Limitation of Liability

THE WARRANTIES DESCRIBED IN SECTION 1 HEREOF ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ALL OTHER WARRANTIES OF NATUS OR ITS SERVICE AGENTS WITH RESPECT TO THE QUALITY, PERFORMANCE AND OPERATION OF THE EQUIPMENT, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, AND WHETHER OR NOT ATTRIBUTABLE TO SERVICE PERFORMED PURSUANT TO THE WARRANTY. ALL OTHER REPRESENTATIONS OR WARRANTIES OF NATUS OR ITS REPRESENTATIVES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR THE SERVICES, DIAGNOSES, ADVICE, ASSISTANCE OR PARTS TO BE TENDERED PURSUANT TO THE WARRANTY, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT SHALL NATUS, ITS AFFILIATES, ASSIGNEES OR SERVICE AGENTS BE LIABLE FOR LOSS OF USE, REVENUE OR PROFIT OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES, WHETHER ARISING IN CONTRACT OR IN TORT, BY VIRTUE OF THE WARRANTY OR ANY PERFORMANCE OR BREACH BY NATUS, ITS AFFILIATES, ASSIGNEES OR SERVICE AGENTS HEREUNDER OR PURSUANT HERETO IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO NATUS DURING THE WARRANTY PERIOD.

Customer agrees that, notwithstanding the technical assistance provided pursuant to the Warranty by Natus or its representatives, Customer shall be fully responsible for all treatments performed or attempted with the Equipment. NATUS MAKES NO REPRESENTATION OR WARRANTY AS TO THE EFFICACY OF THE EQUIPMENT OR OF THE TECHNICAL ASSISTANCE TO BE RENDERED BY NATUS, ITS AFFILIATES, ASSIGNEES OR SERVICE AGENTS, FOR PURPOSES OF THE PARTICULAR TREATMENT THAT CUSTOMER UNDERTAKES TO PERFORM FOR THIRD PARTIES. Moreover, Customer shall not make any claim against Natus or any of its affiliates, assignees or representatives with respect to the efficacy of the Equipment or of said technical assistance or

with respect to any claims by third parties related to any treatment undertaken by Customer.

Force Majeure. Notwithstanding anything to the contrary herein contained, if the performance of the Warranty by Natus or Customer or any obligation of Natus or Customer hereunder is prevented, restricted or interfered with by reason of fire, explosion, act of God, labor disputes or accidents affecting performance under the Warranty, or war, mobilization, civil commotions, blockade or embargo, or any future law, regulation, ordinance or requirement of any government or regulatory agency or any other act, whatsoever similar to those above enumerated, or any other circumstance being beyond the reasonable control of Natus or Customer, then and in that event Natus or Customer, as the case may be, shall promptly notify the other party hereto of the resulting difficulties therefrom, and any of the foregoing events shall excuse any performance required under the Warranty.