

NorthEast Monitoring, Inc. Limited Warranty and Policies

NEMM032_REV_F / ECO#840

What Does this Warranty Cover?

Subject to the exclusions contained below, NorthEast Monitoring, Inc. warrants its Holter, Event and Holter/Event Recorders, Software and Accessories to be free from defects in materials and workmanship under normal consumer usage for the period(s) outlined below. This limited warranty is a consumer's exclusive remedy, and applies as follows to new NorthEast Monitoring, Inc. Products, Software and Accessories purchased by consumers which are accompanied by this written warranty.

This warranty does not supersede a specific warranty supplied with any other specific NorthEast Monitoring, Inc. product.

Determination of Warranty Period:

For the purposes of determining the Warranty Period, the beginning of the period shall be construed as the date the item ships from NorthEast Monitoring, Inc., unless this date is updated with a formal agreement in writing.

Products and Accessories:

Products Covered	Warranty Period
Holter Recorders, Event Recorders and combination Holter/Event Recorders	Three (3) years from the date of shipment from NorthEast Monitoring, Inc.
Software including, HE/LX Analysis	Three (3) years from the date of shipment from NorthEast Monitoring, Inc.

Exclusions

The following is excluded from NorthEast Monitoring, Inc.'s warranty:

Acquisition of Products through Unauthorized Channels (applies to products delivered outside the US only). NorthEast Monitoring, Inc. provides its products to markets outside the US via a network of International Channel Partners. Warranty service, support and training are provided through the International Channel Partners. In the absence of specific, case-by-case approval prior to the delivery of such product, product obtained from an entity **other than the authorized International Channel Partner for the location in which the equipment is to be used** is excluded from NorthEast Monitoring, Inc.'s warranty. If there is no authorized Channel Partner for the location in which the product is to be used, this exclusion does not apply.

Normal Wear and Tear. Periodic maintenance, repair and replacement of parts due to normal wear and tear are excluded from coverage.

Abuse & Misuse. Defects or damage that result from: (a) improper operation, storage, misuse or abuse, accident or neglect, such as physical damage (cracks, scratches, etc.) to the surface of

the product resulting from misuse; (b) contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat, or food; (c) subjecting the Product or Accessory to abnormal usage or conditions; or (d) other acts which are not the fault of NorthEast Monitoring, Inc., are excluded from coverage.

Use of Non-NorthEast Monitoring, Inc. Products and Accessories. Defects or damage that result from the use of Non-NorthEast Monitoring, Inc. branded or certified Products, Accessories, or other peripheral equipment are excluded from coverage.

Unauthorized Service or Modification. Defects or damage resulting from service, testing, adjustment, installation, maintenance, alteration, or modification in any way by someone other than NorthEast Monitoring, Inc., or its authorized service centers, are excluded from coverage.

Altered Products. Products or Accessories with (a) serial numbers or date tags that have been removed, altered or obliterated; (b) seals that are broken or that show evidence of tampering; (c) mismatched board serial numbers; or (d) nonconforming or non-NorthEast Monitoring, Inc. housings, or parts, are excluded from coverage.

Software Embodied in Physical Media. No warranty is made that the software will meet your requirements or will work in combination with any hardware or software applications provided by third parties, that the operation of the software products will be uninterrupted or error free, or that all defects in the software products will be corrected.

Software NOT Embodied in Physical Media. Software that is not embodied in physical media (e.g., software that is downloaded from the internet), is provided “as is” and without warranty.

Products that are Lost or Stolen.

Who Is Covered?

This warranty is transferable for the warranty period only.

Other NorthEast Monitoring, Inc. Policies regarding warranty and replacement of product:

NorthEast Monitoring, Inc. will either replace or repair any item that is covered under warranty, at its own discretion. If the same model is no longer available, NorthEast Monitoring, Inc. will replace the warranted item with a similar item of similar value without additional charge.

How to Obtain Warranty Service or Other Information

All customers and distributors must first contact NorthEast Monitoring, Inc. to confirm whether item is still covered under warranty. If item is covered under warranty, you will be provided with a **Return Material Authorization (RMA)** number that you will need to reference moving forward.

To determine warranty status and/or obtain an RMA number, contact NorthEast Monitoring, Inc. as follows:

	Telephone	email
U.S.A.	866-346-5837	support@nemon.com
All Other Countries	[+1] 978-461-3992	support@nemon.com

Once given an RMA number, you will receive instructions on how to proceed. If item is to be returned to NorthEast Monitoring, Inc., the Products, Accessories or Software key must be shipped at your expense. In order for the warranty to be applied, the RMA number(s) provided to you by NorthEast Monitoring, Inc. must be visible on the outside of the packing carton of your returned item(s)

If the drilling requirement is applied to device and/or the item need not be returned, you must follow specific instructions given to you for drilling and/or disabling your item. Pictures of item(s) must be sent to the support email above with the RMA number(s) in the Subject line. Recorder pictures must clearly display the internal S/N that is next to the drill hole.

What Other Limitations Are There?

ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. OTHERWISE, THE REPAIR, REPLACEMENT, OR REFUND AS PROVIDED UNDER THIS EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE CONSUMER, AND IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IN NO EVENT SHALL NORTHEAST MONITORING, INC. BE LIABLE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, ACCESSORY OR SOFTWARE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, SOFTWARE OR APPLICATIONS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE PRODUCTS, ACCESSORIES OR SOFTWARE TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW.

Some states and jurisdictions do not allow the limitation or exclusion of incidental or consequential damages, or limitation on the length of an implied warranty, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or from one jurisdiction to another. Laws in the United States and other countries preserve for NorthEast Monitoring, Inc. certain exclusive rights for copyrighted NorthEast Monitoring, Inc. software such as the exclusive rights to reproduce and distribute copies of the NorthEast Monitoring, Inc. software. NorthEast Monitoring, Inc. software may only be copied into, used in, and redistributed with, the Products associated with such NorthEast Monitoring, Inc. software. No other use, including without limitation disassembly of such NorthEast Monitoring, Inc. software or exercise of the exclusive rights reserved for NorthEast Monitoring, Inc., is permitted.