



WARRANTY STATEMENT

(effective July 21, 2017)

Warranty Return Claim(s)

Bender Electronics Incorporated (DBA: Isotrol Systems, Bender Inc., Bender Incorporated) hereby warrants and guarantees Product supplied in accordance with the following conditions:

1. All product returns must be performed in accordance with BENDER's Return Material Authorization Policy
2. We provide a warranty pursuant to the following regulations by removing free of charge the Product defects that are demonstrably caused by a material or manufacturing defect within the warranty period. The buyer's claims that are based on liability for defects ensuing from the contract of sale with the seller as well as statutory rights are not restricted as a result of this warranty.
3. BENDER's liability due to valid warranty claims shall be limited to the actual purchase price of the Product.
4. The warranty shall apply to all Products purchased from Bender from warranty statement effective date
5. The warranty period for 3rd Party manufactured components is limited to **12 months** & BENDER manufactured components is limited to **24 months**. The warranty period starts when the Product is shipped from a BENDER facility to our customer. The date on the delivery note is decisive in determining the start of the warranty period.
6. The warranty period for Medical Panels shall be extended to a total term of **60 months** provided that the Product is served with a Checkout Service by a factory authorized technician following immediately after installation of the Product. This warranty can be extended for additional terms when the Product is periodically serviced by a BENDER factory authorized technician.
7. The following are excluded from the warranty:
 - a. Product defects that result from improper operating, mounting, commissioning, maintenance, or use of the device.
 - b. Product defects resulting from the use of accessories, supplementary parts, or replacement parts not originating from Bender.
 - c. Unauthorized modifications made by parties other than the manufacturer.
 - d. Products that are taken apart partially or totally.
 - e. Minor deviations from the required quality that are irrelevant to the value and the usability of the device.
 - f. Damages during transportation or storage.
 - g. Catastrophes caused by external influences and force majeure.
 - h. Vandalism from persons or animals.
 - i. Exposure to environmental conditions outside of the device's rated specifications.
 - j. Use as a component part of a product expressly warranted by another manufacturer.
 - k. If the original identification (trade-mark, serial number) markings have been defaced, altered, or removed.
 - l. Consumable components of any type are not covered, including but not limited to fuses, fans, filters, etc.
8. The removal of the defect accepted by us as being covered by the warranty shall be done in such a way that we shall either repair the defective Product free of charge or we shall replace it with a faultless Product (if need be, also a follow-up model). Title to the replaced Products or parts shall pass to Bender.
9. The warranty claim must be asserted in writing within the warranty period. For this purpose the Product must be returned to BENDER. If the buyer sends the Product to BENDER, then the buyer shall bear the costs of transport and the transport risk.

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10. Warranty product must be returned (in BENDER possession) no later than 30 days after receiving replacement Product or initiating claim (whichever is **greater** in duration).
11. Invalid Warranty Claim
 - a. If the returned defective Product to BENDER (or service partner) pursuant to this Policy, and is found by BENDER to be free of defects that would qualify it for repair or replacement under this Policy, BENDER may charge a flat-rate inspection charge for each Product of \$250 USD, plus shipping and packaging costs. In the event the defect free unit is returned to the customer, the customer shall also be charged for the replacement unit.
12. The right to the removal of Product defects, as referred to in these warranty conditions, is the only right covered by our warranty. In particular Bender shall not bear any assembly and disassembly costs.
13. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UNLESS SPECIFICALLY AGREED TO BY IT IN WRITING, BENDER
 - a. MAKES NO WARRANTY AS TO THE ACCURACY, SUFFICIENCY OR SUITABILITY OF ANY TECHNICAL OR OTHER INFORMATION PROVIDED IN MANUALS OR OTHER DOCUMENTATION PROVIDED BY IT IN CONNECTION WITH THE PRODUCT; AND
 - b. ASSUMES NO RESPONSIBILITY OR LIABILITY FOR LOSSES, DAMAGES, COSTS OR EXPENSES, WHETHER SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL, WHICH MIGHT ARISE OUT OF THE USE OF SUCH INFORMATION.
 - c. THE USE OF ANY SUCH INFORMATION WILL BE ENTIRELY AT THE USER'S RISK.
14. United States law shall apply to this warranty to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is Delaware, USA.
15. BENDER LIMITED WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY BENDER IN CONNECTION WITH YOUR BENDER PRODUCT AND ARE, WHERE PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN CONNECTION WITH THE PRODUCT, HOWEVER ARISING (WHETHER BY CONTRACT, TORT, NEGLIGENCE, PRINCIPLES OF MANUFACTURER'S LIABILITY, OPERATION OF LAW, CONDUCT, STATEMENT OR OTHERWISE), INCLUDING WITHOUT RESTRICTION ANY IMPLIED WARRANTY OR CONDITION OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT REQUIRED UNDER APPLICABLE LAW TO APPLY TO THE PRODUCT SHALL BE LIMITED IN DURATION TO THE PERIOD STIPULATED UNDER THIS LIMITED WARRANTY.
16. IN NO EVENT WILL BENDER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING WHETHER IN CONTRACT OR TORT INCLUDING WITHOUT RESTRICTION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, ANY PERSONAL INJURY, ANY DAMAGE OR INJURY ARISING FROM OR AS A RESULT OF MISUSE OR ABUSE, OR THE INCORRECT INSTALLATION, INTEGRATION OR OPERATION OF THE PRODUCT



Instructions to Customer

Return Material Authorization Policy

All non-warranty returns for normally stocked items are subject to a minimum restocking / processing fee of \$100 or 25% (whatever is **greater**) up to a maximum of the current published list price. Non-stock items are nonrefundable and nonreturnable. Shipping costs for any returned product is non-refundable. Product must be returned (in BENDER possession) no later than 30 days after receiving (RMA) number, else additional fees may apply.

Obtain Return Authorization

Any return must be authorized by BENDER prior to shipment. When contacting BENDER for service, please have the following information ready:

- The model and serial number of product to be returned
- Installation and application details
- Reason for return / failure
- Dated proof of purchase (purchase order or BENDER order confirmation number)

A Return Material Authorization (RMA) number and shipment address will be supplied with approved returns. Returned products must be shipped prepaid. **Shipments may be refused and returned at customer's expense** if any of the following are true:

- Return is unauthorized
- Product is returned without an RMA number clearly marked on the shipping box exterior
- Product is shipped collect
- Product is shipped to the incorrect location

Packaging

- **Warranty claim:** Package all products securely. Use original box and packing materials if possible.
- **Non-warranty claim:** Package all products securely. Product must be in new condition in original, manufacturer's packaging with all packaging materials, instruction booklets, packing inserts, and peripheral hardware. Ensure product is shipped fully insured. **Warranty will not be honored for product damaged due to improper packaging or missing materials.**
- Include the following on all returns:
 - a. RMA number supplied by BENDER, clearly marked on the outside of the shipment.
 - b. A return address for shipping exchanged products. BENDER cannot ship to post office boxes.
 - c. Contact information, including telephone number and e-mail address available during business hours
 - d. Reason for return / brief description of problem, if applicable.
- Ship products prepaid to the address provided by BENDER customer service.

International Returns

In addition to all requirements stated above, any product returned from outside the United States MUST include return freight funds. Customer is responsible for all documents, duties, tariffs, and deposits.

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