

Warranty

All Capsa Product Lines

- 1. WARRANTY COVERAGE:** Capsa Solutions warrants to the original user of its products that the products will, at the date of initial purchase, meet the applicable specification for such products and will be free from any defects in materials or manufacture under normal use for the standard warranty period stated in the products warranty. (see table1 below)
- 2. DISCLAIMER OF WARRANTY OF PRODUCT SUITABILITY:** Capsa Solutions makes no warranty to the purchaser or any third party that its products are suitable for a particular application or design. Many states and localities have differing codes or regulations governing the installation and/or use of Capsa Solutions products. Capsa Solutions cannot guarantee compliance with such regulations; purchaser is solely responsible for safe and correct installation and use of the product and for compliance with applicable codes and regulations.
- 3. EXCLUSION OF IMPLIED WARRANTIES:** This warranty is the only warranty applicable to this product and excludes all other warranties, including any WARRANTY OF MERCHANTABILITY, any warranty of fitness for a particular purpose, and any implied warranties otherwise arising from cause of dealing or usage of trade.
- 4. REMEDIES FOR NON-CONFORMITY:** If the product purchased does not conform to the applicable warranty, Capsa Solutions will provide, at its option and in accordance with the procedures in the following section, one of the following remedies: (1) repair of the non-conforming product, (2) replacement with a conforming product, (3) refund of the original purchase price. THESE REMEDIES SHALL BE THE EXCLUSIVE AND SOLE REMEDY for any breach of warranty.
- 5. LIMITATION OF LIABILITY:** CAPSA SOLUTIONS LLC. WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES resulting from any defect in the product purchased.

Table 1

Product Line	Material and Manufacturing Defects	Locking Systems and Electronics	Power Systems
LTC Medication Carts	10 Years	1 Year	1 Year
AC Medication Carts	5 Years	1 Year	1 Year
AC Medical Carts	5 Years	1 Year	1 Year
Mobile Computing Carts	5 Years	2 Year	2 Year*
Med Servers	5 Years	2 Year	2 Year*
Carts Rack & Transporters	1 Year	N/A	N/A
Wire Products & Shelving	1 Year	N/A	N/A
Tables	1 Year	N/A	N/A
Mobile High Density System	1 Year	N/A	N/A

*Excludes Batteries

Conditions & Terms

All Capsa Product Lines

- 1. TERMS OF PAYMENT:** Unless otherwise stated, the terms of payment will be Net 30 days from the invoice date. Exceptions must be specified in writing and have the approval of Capsa Solutions LLC. The warranty shall be void for any goods which have not been paid for within payment terms granted by Capsa Solutions, LLC. A finance charge of 1.5% per month will be levied for payment that extend beyond agreed upon terms.
- 2. MINIMUM ORDER/RELEASE:** Minimum order or release accepted is \$100.00.
- 3. FREIGHT TERMS:** All freight is prepaid and add. All orders will be shipped FOB / Ex Works Capsa Shipping Facility. Capsa Solutions reserves the right to select the carrier on prepaid shipments.
- 4. TAXES:** Prices do not include any tariff regulations or taxes not in effect at this date. Prices do not include sales or excise taxes, and if parts are or become subject to such tax, the buyer agrees to assume full responsibility for same.
- 5. PRICING:** We reserve the right to adjust prices periodically as market conditions dictate. If any changes are necessary, customers will be notified 30 days in advance of adjustments.
- 6. DELAYS:** Any shipping date stated by Capsa Solutions is best estimate, and Capsa Solutions makes no guarantee of shipment by any date and shall have no liability or other obligation for failure to ship on such date, regardless of cause. In addition, Capsa Solutions shall not be liable for any loss or delay in delivery owing to strikes, accidents, earthquakes, war, embargoes, riots, civil disturbances, acts of government, fires, transportation delays, or any cause beyond its control.
- 7. RISK OF LOSS AND INSPECTION:** Title and risk of loss pass to buyer on delivery to common carrier. If the product is damaged in transit to the purchaser, the purchaser should file a claim with the carrier. Purchaser shall inspect the products promptly upon receipt and immediately notify Capsa Solutions of any non-conformance issues.
- 8. RETURNS:** An RMA (Return Material Authorization) is required on all returned goods and is available by contacting your Sales or Customer Service Representative. All non-warranty returns are subject to a restocking charge of 25%. All non-warranty returned goods must be current version, in original packaging, and in salable condition. "Non-standard" items are not returnable.
- 9. DISPUTES.** The parties will attempt in good faith promptly to resolve any dispute arising hereunder by negotiations between representatives of the parties who have authority to settle the dispute. If unsuccessful, the parties will further attempt in good faith to settle the dispute by non-binding third-party mediation, with mediator fees and expenses apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in accordance with the terms hereof. These procedures are the exclusive procedures for the resolution of all such disputes between the parties.
- 10. GOVERNING LAW AND FORUM.** The agreement evidenced hereby and all disputes arising there under will be governed by and interpreted in accordance with the internal laws and will be subject to the exclusive jurisdiction of the courts of the state of Ohio, in the country of the United States of America in which Seller's principal place of business resides, but specifically excluding the provisions of the 1980 UN Convention on Contracts for the International Sales of Goods. Should any term or provision hereof be held wholly or partly invalid or unenforceable under applicable law, the remainder of the agreement evidenced hereby will not be affected thereby.