

Section 14 — Warranty

Limited Warranty:

1. Covidien warrants to the original purchaser (“Customer”) that this newly manufactured enteral feeding pump (“pump” or “pumps”) will be free of defects in materials and workmanship, under normal use, for three (3) years from the date of shipment from Covidien. This Limited Warranty as applied to pump batteries and power cords is limited to one (1) year from the date of shipment from Covidien for all pumps.
2. This Limited Warranty does not extend to routine maintenance of pumps such as cleaning and all recommended Performance Tests set forth in this Pump Operation and Service Manual which remain the sole responsibility of Customer. Failure of Customer to perform cleaning, routine maintenance and recommended performance testing on any pump as outlined in this Pump Operation Manual may void this Limited Warranty.
3. Customer agrees that, with the exception of customer serviceable parts and troubleshooting steps outlined in this Pump Operation Manual, Covidien or its authorized repair center must perform pump repairs.
4. This Limited Warranty does not cover any pump, product or part that:
 - (a) has been operated in an unsuitable environment or used for purposes other than intended;
 - (b) has been subjected to unauthorized or non-Covidien repair or use of non-Covidien supplied parts;
 - (c) has been altered, misused, abused or neglected;
 - (d) has been subjected to fire, casualty or accident;
 - (e) suffers damage caused by Customer’s negligent acts or omissions; or
 - (f) suffers damage beyond normal wear and tear.
5. For purposes of this Limited Warranty, “damage beyond normal wear and tear” includes without limitation:
 - (a) Damage to housing, LCD, display overlay or power supply;
 - (b) PCBA damage due to fluid ingress;
 - (c) Use of non-qualified power supply or battery; or
 - (d) Use of unauthorized cleaning fluids.
6. If a pump does not operate as warranted during the applicable warranty period, Covidien may, at its option and expense,
 - (a) repair or replace the defective part or pump; or,
 - (b) refund to Customer the purchase price for the defective part or pump.
7. Dated proof of original purchase is required to process warranty claims. Removal, defacement or alteration of serial lot number voids this Limited Warranty.
8. Shipping costs for pumps being returned to Covidien shall be borne by Customer. Customer is responsible for proper packaging for return shipment. Loss or damage in return shipment to Covidien shall be at Customer’s risk.
9. Covidien disclaims all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose or application other than as expressly set forth in the product labeling. In no event shall Covidien be liable for any incidental, indirect or consequential damages in conjunction with the purchase or use of the pump, even if advised of the possibility of the same.