

11. WARRANTY

THE AMEDA WARRANTY IS NONTRANSFERABLE BETWEEN INDIVIDUALS. THE AMEDA MYA JOY ELECTRIC BREAST PUMP ("PRODUCT") IS WARRANTED TO THE ORIGINAL USER – WHETHER INSTITUTIONAL OR INDIVIDUAL ("FIRST USER") – ONLY.

From the date of the Individual User's purchase of this product, Ameda Company, Inc. ("Ameda") warrants the Product to the Individual User against defects in material or workmanship for a period of two years for the pump mechanism and 90 days on other pump components except for breast pump valves. Ameda's sole obligation under this limited warranty shall be to repair or replace, at Ameda's option, any Product that is determined to be defective by Ameda and determined to be covered by this express limited warranty. Repair or replacement under this limited warranty is the sole and exclusive remedy of the First User.

PROOF OF PURCHASE IN THE FORM OF A RECEIPTED INVOICE OR BILL OF SALE EVIDENCING THAT THE PRODUCT IS WITHIN THE WARRANTY PERIOD MUST BE PRESENTED TO OBTAIN WARRANTY SERVICE. This limited warranty is extended by Ameda ONLY to the First User and is not assignable or transferable. For warranty service contact Ameda at 1.866.992.6332.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PRODUCT IS HEREBY DISCLAIMED. AMEDA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND FOR BREACH OF THE EXPRESS LIMITED WARRANTY ON THE PRODUCT OR ANY WARRANTY IMPLIED BY OPERATION OF LAW. OTHER THAN THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES THAT ACCOMPANY THIS PRODUCT AND ANY ORAL, WRITTEN OR ANY OTHER REPRESENTATION OF ANY KIND IS HEREBY DISCLAIMED.

NON-APPLICABILITY OF WARRANTY

In addition to any other limitations on the warranty discussed above, the warranty shall expire and be of no force or effect upon the occurrence of any of the following:

- (i) the cause of damage to the Product is due to improper handling or use.
- (ii) opening of the pump motor, modifications, self-repair or use outside the instructions in this manual voids warranty.
- (iii) the Product is not properly maintained by the Individual User as determined by Ameda.
- (iiii) non-Ameda approved accessories or spare parts are used with the Product as determined by Ameda.

If any of the above occurs, Ameda shall not be responsible for damage to the Product, parts thereof or injuries arising therefrom, either directly or indirectly. The warranty terms set forth above replaces all prior warranties with respect to the purchased Product, whether in writing or otherwise.

Outside the United States: Call your local distributor or location where you purchased the Product. For a listing of distributors in your country, please visit www.ameda.com.