

## Warranty Information

### WARRANTY

Competitive Technologies, Inc. (CTTC) warrants your product to be free from defects in material and workmanship for a period of one (1) year from the original date of purchase. If you discover a defect in a product covered by this warranty, we will replace or repair at our option using new components.

**Party Covered by this Warranty:** This warranty is expressed for the sole benefit of the original purchaser and is not transferable.

**2. Duration of the Warranty:** This warranty becomes effective when the medical devices are delivered.

**2.1 One Year:** Full Replacement

**2.2 Two through Five Years:** Customer pays shipment and Labor – CTTC pays parts.

**3. Extent of Warranty Coverage:** This warranty applies to Calmare® Pain Therapy Treatment equipment only.

### Model MC-5A

This warranty applies exclusively to Calmare® Pain Therapy Treatment and its components. Competitive Technologies, Inc. (CTTC) and its subsidiaries are not liable for defects due, in its judgment, to abuse, lack of proper maintenance, negligence, accident, movement or adjustment of equipment by personnel not authorized by CTTC, modifications, alterations of components, **use of non-authorized electrode pads and electrode cables**, software, parts, other accessory products not manufactured CTTC. Further, **any of the foregoing acts or events shall void this warranty as to the entire affected medical device system** and CTTC shall have no further responsibility with regard thereto. If a defect or damage involves a component, part or accessory that is already in service and can be reasonably replaced or serviced by the purchaser, CTTC will be responsible only for providing, at no charge, a suitable replacement and instructions for the purchaser. Any CTTC product found to be defective and not reasonably serviceable by the purchaser, will either be repaired or replaced by a service technician on site or at the factory. If the product must be returned to the factory, all transportation costs for such return must be paid by the purchaser. CTTC is not liable for damages resulting from operation of the machine other than in the manner described in manufacturer's printed User Manual, or negligent operation of the machine, or operation of the machine under conditions more severe than, or otherwise exceeding those set forth in the specifications of each machine.

### LIMITS OF LIABILITY

Should the product fail, your sole recourse shall be repair or replacement, as described in the preceding paragraph. We will not be held liable to you or any other party for any damages that result from the failure of this product. Damages excluded include, but are not limited to, the following: lost profits, lost savings, lost data, damage to other equipment, and incidental or consequential damages arising from the use, or inability to use this product. In no event will CTTC be liable for more than the amount of your purchase price, not to exceed the current list price of the product, and excluding tax, shipping and handling charges.

**4. Procedure to Obtain Warranty Performance:** Contact Calmare Service Department by mail or phone prior to taking action. If return for repair or replacement is deemed necessary by Calmare Customer Service, a Return Authorization Number will be issued along with shipping information. Any incoming packages without a Return Authorization Number will be refused. Calmare Customer Service can be reached at:

#### **Address:**

Calmare Customer Service  
Competitive Technologies, Inc.  
5113 Piper Station Drive, Suite 206  
Charlotte, NC 28277  
Telephone: (704) 544-5999

#### **5. WARRANTY DISCLAIMERS AND ADDITIONAL INFORMATION:**

THERE ARE NO ADDITIONAL WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARISING OUT OF THE SALE OF THIS PRODUCT OTHER THAN THOSE CONTAINED HEREIN. THE WARRANTY EXTENDS ONLY TO THE REPAIR OR REPLACEMENT OF THE PRODUCT AND DOES NOT AFFORD ADDITIONAL COVERAGE WITH RESPECT TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR NON-USE OF THIS PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND/OR LIMITATION ON DURATION OF 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 WHICH MAY VARY FROM STATE TO STATE.

CTTC's medical devices are cleared for sale within the United States by the FDA and are CE marked per the required Medical Device Directives of the European Community. CTTC's licensed manufacturer, GEOMC LLC, is certified to the associated harmonized ISO 13485 and ISO 9001:2000 standards.