

Baxter Spare Part Warranty

Limited Warranty. Products are warranted for a period of ninety (90) days from delivery date (“Warranty Period”). Replacement Products are warranted for the remainder of the original ninety (90) day Warranty Period. “Product” shall mean spare part sold or otherwise provided by Baxter to the first purchaser-user of such part.

This Limited Warranty does NOT include labor, or any other costs incurred for service, maintenance, repair, removing, replacing, installing, shipping or handling, or replacement of the Products, except as provided herein.

Proper Installation. This Limited Warranty applies only to Products that are properly installed in accordance with Baxter's installation and operation instructions.

Warranty Exclusions. This Limited Warranty does not apply to Products: (i) used in combination with any software, hardware, or services not recommended in writing by Baxter, or in a manner or environment in violation of Baxter’s recommendations or instructions; (ii) lost or stolen; (iii) with serial numbers altered, defaced or removed; (iv) modified, altered or repaired by any party other than Baxter or its authorized designee; or (v) manufactured pursuant to Customer’s designs, specification or instructions

In addition, this Limited Warranty does not cover a defect or deficiency arising from: (i) improper storage or handling, improper maintenance or use of the Product; (ii) failure to maintain power quality, grounding, temperature, humidity and repairs due to power anomalies, (iii) adjustment, alignment, calibration, or planned maintenance; and (iv) damage caused by any use that does not conform to Baxter’s instructions and/or guidelines (e.g., accidental damage, improper cleaning, disinfecting, immersed in liquid, etc.).

Remedy. During the Warranty Period, Products determined by Baxter to be defective due to improper workmanship and/or material shall, at Baxter’s option, either be repaired and returned free of labor and shipping charges (one-way ground shipping) or replaced (with a new or refurbished and/or reconditioned part equivalent to the defective Product.) Baxter reserves the right to make any or all Product changes it may deem necessary without prior notice to Customer. This Limited Warranty does not include on-site repair of Product. Customer must follow the Warranty Claim Procedures below when notifying Baxter of any covered defect.

If a replacement Product is provided, the original Product becomes Baxter’s property and Customer must return it to Baxter within a reasonable timeframe of replacement to avoid being billed for the non-returned Product.

Limitation. THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY (AND BAXTER'S SOLE AND EXCLUSIVE LIABILITY) FOR ANY AND ALL CLAIMS BASED ON FAILURE OR DEFECTS IN THE PRODUCTS COVERED UNDER THIS LIMITED WARRANTY, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY.

EXCEPT AS EXPRESSLY STATED IN THIS LIMITED WARRANTY, BAXTER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS COVERED BY THIS LIMITED WARRANTY. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED. IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BAXTER BE LIABLE TO CUSTOMER OR ANY THIRD PARTIES FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR FOR ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OF PRODUCT, LOST PRODUCTION, LOSS OF BUSINESS, COST OF SUBSTITUTE EQUIPMENT, OR FACILITIES OR SERVICE DOWN TIME.

Warranty Claim Procedures. To initiate a warranty claim, Customer must contact Baxter Customer Service team by phone: 800-525-2623