

Animas® Insulin Pump Warranty

Animas warrants that the Animas® insulin pump will be free from defects in material and workmanship for a period of four (4) years from the date of purchase by the original purchaser. This limited warranty extends only to the original retail purchaser.

If, during the warranty period, the pump should fail because of a defect in material or workmanship, it may be returned to Animas and Animas will repair or replace your pump with a new or recertified pump, at Animas option, without charge to the purchaser.

In certain circumstances and at its sole discretion, Animas may instead elect to refund all or a portion of the purchase price of the pump to the purchaser. Freight and transportation charges, where applicable, incurred in shipping a pump to be repaired or replaced under this limited warranty will be paid by Animas. In the event a pump is replaced or repaired under this warranty, the warranty period shall not be extended. Once you have received your repaired or replaced pump, you must return your original pump to Animas. In the event it is not returned, this warranty shall be void and the user will not be entitled to future pump replacement or repairs.

This limited warranty is valid only if the Animas® insulin pump is used under normal use and conditions and in accordance with the manufacturer's instructions as detailed in the Owner's Book provided to you at time of purchase. This limited warranty does not extend to any damage resulting from the following:

- changes or modifications to the pump by the user or any other third person after the date of manufacture;
- service or repairs performed by any person or entity other than an Animas-authorized service person;
- a force majeure or other event beyond the control of Animas;
- accidents, negligence, misuse, or abuse of the pump by the user or any other third person, including, but not limited to, improper storage of or physical abuse such as dropping or otherwise damaging the Animas® insulin pump; or
- normal "wear and tear," including but not limited to cosmetic damage such as scratched display lenses and/or scratched paint

This limited warranty only covers the pump and does not cover batteries, infusion sets, cartridges, battery caps, or other accessories of the insulin pump.

Except as expressly set forth in this limited warranty, all other warranties are expressly disclaimed and excluded, including, without limitation, any warranties of merchantability or fitness for a particular purpose.

The remedies provided for in this warranty are the exclusive remedies available in the event of any breach hereof. Except for such remedies, Animas, its suppliers, and its distributors shall not be liable for any losses, liabilities, claims, or damages of any kind or nature whatsoever, including, without limitation, any indirect, consequential, incidental, or special damages caused by or arising from a defect of the insulin pump.