



SMR CHAIR, CABINET, AND ACCESSORY WARRANTY

Except as set forth in this Limited One (1) Year Warranty, Global Surgical Corporation (the "Company") hereby warrants that each SMR (ENT Cabinets and Exam Chairs) product manufactured and sold by the company ("Product") shall be free from defects in materials and workmanship under normal use and service for one (1) year from date of invoice. This warranty is non-transferable and is valid only with respect to the original purchaser of the Product. The Company's obligation under this warranty shall be limited to repairing or replacing, at the Company's facility and at the Company's expense, any parts or components that are demonstrated to be defective. The purchaser shall be responsible for shipment of the Product to the Company's facility at 3610 Tree Court Industrial Boulevard, St. Louis, Missouri 63122, Attention Technical Services, or such other facility as the Company may otherwise designate. Under certain circumstances which are pre-approved by the Company, necessary repairs may be made at the purchaser's facility. A return authorization is required before returning any Product for warranty service by calling 1-800-861-3610 or 636-861-3388.

This warranty shall be void and of no effect: (I) if the Product is damaged due to misuse, use in a manner other than pursuant to the instructions for the use of the Product, abuse, physical mishandling or natural causes such as flood, fire, earthquake, or other perils, as determined by the Company, or (II) if any repairs or replacements are made by persons unauthorized by the Company to perform such services.

The warranties set forth herein are in lieu of any and all other warranties, expressed or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. Purchaser's rights there under are granted in lieu of any other rights purchaser may have and purchaser hereby waives all other rights, warranties, remedies or guarantees whatsoever with respect to the product. The Company shall not be liable for any third parties with respect to the product or its performance. Further, the Company shall not be liable for, and purchaser hereby releases the Company from, any direct or indirect, consequential, special, and incidental or punitive damages with respect to the product. In no event shall the Company be liable for any breach of warranty or other claim in an amount exceeding the purchase price of the product.