

Thank you for your interest in “HeraBEAT™ medical grade home fetal monitor (the “Product”), which is manufactured by HeraMED Ltd. (the “Company”).

Please read this document carefully as, amongst other things, it appraises you of certain rights with respect to the Product, and instructs you on how to take advantage of the limited warranty provided to you.

## **1. RETURN POLICY**

You may return the Product to the authorized retailer or distributor of the Company from whom you purchased the Product (the “Distributor”) within 30 days of purchase (the “Purchase Period”). In the event that the jurisdiction in which you purchased the Product requires, by law, a longer period for return of the Product, then upon your request, the Distributor will respect such requirement, and the Purchase Period shall be adjusted accordingly. In order for a refund to be granted, you must request a Return Merchandise Authorization (RMA) number within the Purchase Period. You may request an RMA number by submitting a request at [support@hera-med.com](mailto:support@hera-med.com) (“Customer Support”). The Product must be received by the Distributor within 3 weeks from the date on which the RMA was issued, in order for you to receive a refund.

If the Product is returned to the Distributor in accordance with this Return Policy, it will refund you the full purchase price for the Product minus any shipping and handling charges paid by you upon purchase of the Product. You are responsible and must pre-pay all return shipping charges and you assume all risk of loss or damage to the Product while in transit back to the Distributor.

The time to credit your account may vary, depending on processing time.

## **2. LIMITED WARRANTY**

The Product will materially conform to its published specifications and shall be materially free from defects in materials and workmanship for a period of two years from purchase (the “Warranty Period”). In the event that the jurisdiction in which you purchased the Product requires, by law, a longer warranty period, then the Warranty Period will be adjusted accordingly. The warranty is provided only when the Product is purchased from a Distributor.

### **HOW TO OBTAIN WARRANTY SERVICE**

If the Product proves defective during the Warranty Period, please contact the Distributor directly and follow its instructions for returning the Product. If it is determined that you are eligible under the limited warranty, the Distributor will ensure that the Product will be repaired or replaced with a Product that is the same or equivalent to the Product which you purchased.

If it is determined that the Product is eligible under the warranty, the Distributor shall bear the

costs associated with returning a Product under Warranty. The Distributor shall not be responsible for items damaged or lost in transit.

A repaired or replaced Product will only be provided to addresses in jurisdictions where the Product is sold, by the Distributor from whom it is purchased.

For warranty coverage, proof of purchase must be supplied.

The Company shall have no direct responsibility toward you under the warranty, and you agree that any claims under the warranty shall be brought by you to the Distributor only.

#### EXCEPTIONS TO WARRANTY COVERAGE

The limited warranty does not cover cosmetic damage or normal wear and tear, and does not apply to any mobile device or the cellular and/or other network or system on which the Product operates.

The limited warranty does not apply to consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship.

The warranty is not valid when:

The Product has been subjected to any use which is inconsistent with the instructions or warnings included with the Product.

The Product has been opened, serviced, modified or repaired, except by the Company or its subcontractor's qualified representative.

The Product has been damaged by the presence of liquids or other foreign bodies within the Product, or by the use of unapproved accessories with the Product.

The Product has been damaged by natural disasters (such as earthquakes, floods, fire, lightning, etc.), force majeure or accident.

The Product has been subjected to high dust environments, humidity or application of excessive voltage from the power supply.

The Product's serial number does not match the one in the required proof of purchase, or it has been amended or erased.

The Product's battery is damaged by overcharging, usage of an unauthorized charger, or other charging not in accordance with the Product's user manual.

Any of the seals on the Product's battery enclosure is broken or tampered.

The Product has been subjected to any other misuse, abuse, neglect, accident or external forces.

#### WARRANTY DISCLAIMER

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, THIS LIMITED WARRANTY CONSTITUTES THE ONLY WARRANTY PROVIDED WITH RESPECT TO THE PRODUCT AND ANY SERVICES WITH RESPECT THERETO, AND SPECIFICALLY EXCLUDES ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY, CONTRACTUAL, IN TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF YOU HAVE INFORMED THE DISTRIBUTOR OR THE COMPANY OF SUCH PURPOSE), OR WARRANTY AGAINST INFRINGEMENT.

IF ANY IMPLIED, STATUTORY OR OTHER WARRANTY MAY NOT BE EXCLUDED UNDER APPLICABLE LAW, THEN SUCH WARRANTY SHALL BE LIMITED IN DURATION TO THE MINIMUM PERIOD ALLOWED BY SUCH LAW.

### **3. LIMITATION OF LIABILITIES AND REMEDIES**

THE REMEDIES IN THIS LIMITED WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES IN CONNECTION WITH THE PRODUCT AND ITS PURCHASE. NEITHER THE DISTRIBUTOR, NOR ANY THIRD PARTY ARE AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THE MATTERS COVERED HEREIN, INCLUDING, BUT NOT LIMITED, THE LIMITED WARRANTY AND LIMITATION OF LIABILITY.

YOU ACKNOWLEDGE THAT USE OF THE PRODUCT IS NOT INTENDED TO REPLACE MEDICAL DIAGNOSIS OR TREATMENT, AND THAT YOU SHALL NOT USE THE PRODUCT AS A REPLACEMENT FOR DOCTORS' VISITS, MEDICAL DIAGNOSIS OR TREATMENT. IT IS YOUR RESPONSIBILITY TO SEEK EXPERT MEDICAL ADVICE WITH REGARD TO PREGNANCY OR ANY OTHER CONDITIONS IN CONNECTION WITH WHICH THE PRODUCT IS USED, AND NEITHER THE COMPANY NOR THE DISTRIBUTOR SHALL BE RESPONSIBLE FOR YOUR FAILURE TO DO SO.

YOU ALSO ACKNOWLEDGE THAT THE PRODUCT USES ULTRASOUND TECHNOLOGY, THAT YOU ARE AWARE OF THE RISKS WITH RESPECT THERETO AND THAT NEITHER THE COMPANY NOR THE DISTRIBUTOR SHALL HAVE ANY LIABILITY WITH RESPECT THERETO.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY NOR THE DISTRIBUTOR (I) ASSUMES ANY LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL SPECIAL OR PUNITIVE LOSS OR DAMAGE, OR FOR ANY LOSS OF OR DAMAGE TO, OR CORRUPTION OF, DATA, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF REVENUES, OR LOSS OF ANTICIPATED SAVINGS, (II) SHALL INCUR ANY AGGREGATE LIABILITY IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT.

THE PRODUCT MAY ONLY BE USED IN THE JURISDICTION WHERE PURCHASED, AND NEITHER THE COMPANY NOR THE DISTRIBUTOR SHALL HAVE ANY LIABILITY FOR USE OUTSIDE OF SUCH JURISDICTION.

THE PRODUCT IS INTENDED FOR PERSONAL USE ONLY AND COMMERCIAL USE OF THE PRODUCT IS STRICTLY FORBIDDEN. NEITHER THE COMPANY, NOR THE DISTRIBUTOR SHALL HAVE ANY LIABILITY RESULTING FROM ANY SUCH COMMERCIAL USE. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE COMPANY, THE DISTRIBUTOR AND THE DIRECTORS, SHAREHOLDERS AGENTS AND AFFILIATES THEREOF FOR ANY DAMAGE OR LIABILITY RESULTING FROM COMMERCIAL USE OR ANY OTHER USE WHICH WOULD INVALIDATE THE LIMITED WARRANTY PROVIDED HEREIN.

NEITHER THE COMPANY NOR THE DISTRIBUTOR SHALL HAVE ANY LIABILITY FOR THE OPERATION, AVAILABILITY COVERAGE, SERVICES OR RANGE OF THE CELLULAR OR OTHER NETWORK OR SYSTEM WITH RESPECT TO WHICH THE PRODUCT OPERATES.

THE LIMITATIONS SET FORTH HEREUNDER ARE INTENDED TO LIMIT THE LIABILITY OF THE COMPANY AND THE DISTRIBUTOR, AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

#### **4. OTHER IMPORTANT NOTICES**

The rights provided to you hereunder do not derogate from any legal (statutory) rights applicable to your purchase of the Product under relevant national law.

The jurisdiction applicable to you may not allow all or some of the limitations of liability or damages set forth herein, in which case such limitations shall only apply to the extent allowed in such jurisdiction.

#### **5. Service & Customer support**

When reporting to local service center, please have the device serial number ready. The serial number can be found on the device.

Customer satisfaction is our top priority. To help us provide you with the best support possible, please send us your comments and suggestions to [support@herabeat.com](mailto:support@herabeat.com)