

MCADAM LLOYD, INC.
LIMITED WARRANTY

MCADAM LLOYD, INC, a Delaware corporation with its registered address at 251 Little Falls Drive, Wilmington, Delaware 19808 (“SELLER”), represents that the Bloccs waterproof protectors for casts and dressings, and accessories related to the foregoing, manufactured by SELLER or its affiliated companies (the “Product”) and sold or provided to the purchaser (“BUYER”) are produced according to usual practices, customs, standards, specifications and tolerances of trade prevailing in the country of origin at the time of production and shall, subject to the limitations and exclusions set forth below, warrant the Product to be free from defects in material and workmanship.

1. APPLICABILITY REQUIREMENTS

This Limited Warranty applies only if:

- (1) The Product is used properly and in accordance with the SELLER’s instruction manual (or the like) as furnished to BUYER at the time of purchase;
- (2) The person filing the warranty claim is the purchaser of the Product and purchased the Product in the United States; and
- (3) BUYER complies with all other requirements set forth in this Limited Warranty.

2. PROCEDURE FOR OBTAINING WARRANTY SERVICE

The procedure described in this Section 2 shall hereinafter be referred to as the “Warranty Claim Procedures.” For the Limited Warranty to apply, BUYER must completely fill out and deliver to the SELLER a written warranty claim fully describing the alleged defects or failures of the Product and original proof of purchase within the Warranty Period (defined in Section 4) and within five (5) days of the date BUYER discovered the alleged defect. Notwithstanding the foregoing, if SELLER determines, in its sole discretion, that BUYER reasonably should have discovered the alleged defect before its actual discovery, this Limited Warranty shall not apply.

To determine whether the Limited Warranty should apply, BUYER shall provide any information to SELLER, including pictures where applicable, via telephone, email or any other appropriate means of communication. SELLER may require the BUYER to return of any alleged or defective Product for inspection. If SELLER requires the BUYER to return the Product, SELLER will inform BUYER of the appropriate return address, and BUYER shall prepay all expenses associated with returning the Product to SELLER including, without limitation, the costs of shipment, import taxes, duties and tariffs. When the Product is returned for inspection or any other reason, BUYER shall be responsible for all damage resulting from improper packing or handling, and for loss in transit, notwithstanding any defect or nonconformity of the Product.

If SELLER determines, in its sole discretion, that the Limited Warranty does not apply, BUYER will be notified of this circumstance and, if the BUYER elects, the Product shall be returned to

BUYER at BUYER's sole expense. If the SELLER determines, in its sole discretion, that the Limited Warranty applies, SELLER shall (i) provide the warranty services set forth in Section 3, herein; (ii) reimburse BUYER for any expenses (shipping, import taxes, duties and tariffs if applicable) associated with returning the Product to SELLER; and (iii) pay all expenses (shipping, import taxes, duties and tariffs if applicable) associated with returning the Product, or sending a new Product, to BUYER.

3. WARRANTY SERVICES PROVIDED

If the Product is proved to SELLER's satisfaction to be defective, within the Warranty Period (defined in Section 4), SELLER's obligations under this Limited Warranty shall be limited to either replacing the Product or refunding the purchase price, at SELLER's sole discretion, and only if such defect was caused solely by defective workmanship and/or materials. Such replacement or refund shall be SELLER's sole obligation, and BUYER's exclusive remedy, hereunder, and shall be conditioned upon BUYER's fulfilling its obligations under SELLER's Warranty Claim Procedures.

4. WARRANTY PERIOD

This Limited Warranty of the Product applies for four (4) weeks from the date the Product is purchased by the BUYER (the "Warranty Period"). The Warranty Period shall not be tolled for any reason. No action by SELLER or BUYER shall operate to extend or revive this Limited Warranty without the prior written consent of SELLER.

5. EXCLUSIONS FROM WARRANTY

The following is not included under this Limited Warranty:

- (1) Normal wear and tear from everyday use. Normal wear and tear does not include, among other things:
 - (a) Protectors stored at a temperature of 78 degrees Fahrenheit and above;
 - (b) Protectors stored in close proximity to heaters;
 - (c) Keeping the protector in moist storage conditions;
 - (d) Exposing the protector to a period of prolonged light (in particular direct sunlight and artificial light with a high UV content);
 - (e) Causing the protector to come into contact with copper and copper containing alloys;
 - (f) Causing the protector to come into contact with solvents, oils and greases;
 - (g) Piercing the protectors with fingernails, jewelry or other sharp objects; and,
 - (h) Tumble drying the protector or drying it on a radiator.
- (2) Modification or repair by anyone other than SELLER;
- (3) Items, equipment, goods, products, components, parts, or accessories not sold by SELLER;

- (4) Damage to the Product caused by the carrier during shipping;
- (5) Continued Product use after an alleged defect is discovered or should reasonably have been discovered; and
- (6) Damage to the Product caused by *force majeure* events including, but not limited to, fire, floods, and other natural disasters.

6. LIMITATIONS ON WARRANTY; DISCLAIMER OF WARRANTIES

This Limited Warranty is provided by SELLER, and it contains the only express warranty provided to BUYER by SELLER. SELLER does not authorize any other person, including distributors, to give any other warranties on SELLER's behalf.

SELLER DISCLAIMS ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY IMPLIED WARRANTY, GUARANTY OR REPRESENTATION AS TO PERFORMANCE, QUALITY AND ABSENCE OF HIDDEN DEFECTS, AND ANY REMEDY FOR BREACH OF CONTRACT, WHICH BUT FOR THIS PROVISION, MIGHT ARISE BY IMPLICATION, OPERATION OF LAW, CUSTOM OF TRADE OR COURSE OF DEALING, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Implied warranties in jurisdictions where they may not be disclaimed shall be in effect only for the duration of the express warranty set forth herein.

If BUYER has a claim under this Limited Warranty or under any implied warranties provided to BUYER by state law, BUYER may not file a court action based on that claim any later than one (1) year after BUYER's right to file a court action accrues. In those states which do not allow this limitation on the time period for filing a court action, this provision is inapplicable.

7. SELLER'S LIMITATION OF LIABILITY

SELLER's liability with respect to the Product sold to BUYER shall be limited to the warranty provided herein. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY SELLER, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO.

Without limiting the foregoing, SELLER SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PROPERTY OR PERSONAL INJURY DAMAGES, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, SERVICES, DOWN TIME, SHUT DOWN OR SLOW DOWN COSTS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, AND FOR CLAIMS OF BUYER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES. SELLER SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL

CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER. THE SELLER'S TOTAL LIABILITY ARISING IN CONNECTION WITH THE PRODUCT SHALL BE LIMITED TO THE VALUE OF THE PRODUCT SOLD TO BUYER.

8. **MISCELLANEOUS**

Any description of the Product, whether in writing or made orally by SELLER or SELLER's agents, specifications, samples, models, bulletins, drawings, diagrams or similar materials used in connection with BUYER's order, are for the sole purpose of identifying the Product and shall not be construed as an express warranty. Any suggestions by SELLER or SELLER's agents regarding use, application, or suitability of the Product shall not be construed as an express warranty unless confirmed in writing by SELLER to be such.

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