

## **Schedule 6 – Hardware Warranty**

### **Item 1**

#### **Limitation of Warranty**

The Company warrants that the Hardware delivered under this Agreement shall be free from any defect in material or workmanship for a period of twelve (12) months from the date of delivery of the Products.

This warranty for hardware shall not include any damage to the Products caused by or attributed to an act or event beyond the control of IMedisync North America Inc. and its liability for breach of warrant shall be limited solely to replacing or repairing, without charges, defective Products or the parts thereof.

This act or event, which the warranty shall not cover, shall include the following

- .. Mishandling
- .. Neglect
- .. Abuse
- .. Contamination
- .. lightning strike
- .. electrical fault
- .. flood/rain/water
- .. fire/extreme temperature
- .. riot/war
  
- .. act-of-God.

### **Item 2**

#### **Obligations of IMEDISYNC NORTH AMERICA under Warranty**

IMEDISYNC NORTH AMERICA obligations under this warranty however will always be limited to (IMEDISYNC NORTH AMERICA's option):

a. In the event of goods, repair or replacement of the goods or payment of the cost of having the goods repaired or replacement of the goods or payment of the cost of having the goods repaired or replaced by another person of IMEDISYNC NORTH AMERICA' choosing.

b. In the event of workmanship, reprovision of the work or payment of the cost of having the work provided by another person of IMEDISYNC NORTH AMERICA' choosing

c. Repairing the faulty unit as quickly as possible, which is subjected and in accordance to standard manufacturers' warranty.

d. The purchaser shall pay the cost of returning goods under warranty to IMEDISYNC NORTH AMERICA. IMEDISYNC NORTH AMERICA shall pay for the cost of returning goods repaired or replaced under warranty to the Purchaser.

### **Item 3**

#### **Modifications to Hardware**

This warranty shall not apply to any goods, which have been repaired, modified or interfered with by any person who is not authorized by IMEDISYNC NORTH AMERICA.

### **Schedule 7 – Software Warranty**

#### **Item 1**

## **Limitation of Warranty**

The Company warrants that the Software delivered under this Agreement shall be free from any defect in material or workmanship for a period of ninety (90) days after the date of Commissioning of the Products. Item 1 of Schedule 7 will further detail the Warranty for Software.

IMEDISYNC NORTH AMERICA does not warrant that the software will meet your requirements or that its operation will be uninterrupted or error free. IMEDISYNC NORTH AMERICA shall not be responsible for the external factors affecting the performance of the software, including but not limited to the following,

- Telecommunications and network break downs
- Power surges
- Brown outs
- Other "acts of god".
- Deliberate Damage (Vandalism)
- Unintentional Damage
- Faults proved to be the result of third-party intervention unless the third party is acting on the instruction of IMEDISYNC NORTH AMERICA or is specifically contracted by IMEDISYNC NORTH AMERICA to carry out any respective maintenance
- Environmental conditions outside of those specified at the time of installation
- Works required to rectify End User programming errors or situations that have arisen due to End User intervention unless under the direct instruction of IMEDISYNC NORTH AMERICA or one of its Distributor

IMEDISYNC NORTH AMERICA' liability for breach of warranty shall be limited solely to replacing or repairing, without charges, a defective Products or the parts thereof.

## **Item 2**

### **Obligations of IMEDISYNC NORTH AMERICA under Warranty**

IMEDISYNC NORTH AMERICA Computer Systems obligations under this warranty however will always be limited to (IMEDISYNC NORTH AMERICA

Computer Systems' option):

- a. In the event that the software is deemed faulty by IMEDISYNC NORTH AMERICA, IMEDISYNC NORTH AMERICA may choose to either repair or replace the faulty software on site or at the premises of IMEDISYNC NORTH AMERICA without charges to the exception to the accommodation and food for up to at least 2 engineers if on site presence is needed for repair or replacement of the faulty software.

b. Replacing or repairing the faulty unit as quickly as possible but no later than fourteen (14) days after the report of the faulty software.

c. The purchaser shall pay the cost of returning goods under warranty to IMEDISYNC NORTH AMERICA. IMEDISYNC NORTH AMERICA shall pay for the cost of returning goods repaired or replaced under warranty to the Purchaser.

d. If IMEDISYNC NORTH AMERICA is unable to repair or replace the software, IMEDISYNC NORTH AMERICA shall refund the software license fee.