DEPARTMENT OF VETERANS AFFAIRS

Federal Supply Service
Authorized Federal Supply Schedule Price List

Effective Date: May 1 2014

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is: GSAAdvantage.gov

Medical Equipment and Supplies
FSC Group 65, Part II, Section A
Defibrillators, Accessories and Replacement Parts
FSC Class: 6530

Contract Number: V797D-40135
Contract Period – May 1, 2014 – April 30, 2024

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov

ZOLL MEDICAL CORPORATION
269 Mill Road
Chelmsford, Massachusetts 01824
Telephone numbers: 978-421-9655
Toll Free: 800-348-9011
Fax: 978-421-0005
Website: www.zoll.com

Business Size: Large
Tax I.D. No.: 04-2711626
1. **Special Item Numbers:**
   a. A-59 Defibrillators, Accessories and Replacement Parts
   b. A-75 Temperature Management Products
   c. A-10 Cannulas, Airways, Tubes and Accessories
   d. A-49 Oxygen Respirators/Resuscitators
   e. A-77 Transportation Units (Stretcher) Patient
   f. Lowest Priced Model and Unit Price:
      ii. A-75 - 7772-0016-01- White Guide Roller - $1.11
      iv. A-10 - 12-0707-000 - ResQGARD® FM Kit - $49.16
      v. A-49 - 465-0024-00 - Filter, Bacterial/Viral - $4.82
      vi. A-77 - 800-0904-01 – CCLAW - $319.82

2. **Maximum Order Limitation:** $100,000.00

3. **Minimum Order:** $50.00

4. **Geographic Coverage (Delivery Area):** 50 States, District of Columbia, Hawaii, Alaska, and Puerto Rico

5. **Point(s) of Production:** ZOLL equipment is manufactured in the Town of Chelmsford, County of Middlesex and State of Massachusetts.

6. **Discount:** Prices shown herein are NET (discount deducted).

7. **Quantity Discounts:** None

8. **Prompt Payment Terms:** 2% 10 NET 30

9. **Government Commercial Credit Card:** Accepted below, equal to, and above micro-purchase threshold with no maximum amount

10. **Normal Delivery Time**
    Within 90 - 120 days ARO for capital equipment
    Within 30 - 60 days ARO accessories

11. **Expedited Delivery Time:** 5 - 7 days available inventory on hand


13. a. **Ordering Address:** ZOLL Medical Corporation
    269 Mill Road
    Chelmsford, Massachusetts 01824

   b. For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).
14. **Payment Address**: ZOLL Medical Corporation  
   269 Mill Road  
   Chelmsford, Massachusetts 01824  
   Attn: Accounts Receivable

15. **Warranty**: Commercial Warranty - See below

16. **Return Goods Policy**: ZOLL Medical Corporation offers a 30 day return policy from the date of delivery under the guidelines detailed below:

   1. Unused product requires written permission to be obtained from ZOLL Medical Corporation in advance, and a return authorization number will be issued to the buyer. Please contact the ZOLL Customer Support at (800) 348-9011 or by email at esales@zoll.com to acquire a Return Authorization Number. If the Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than $50.00 per product.

   2. The return of any product shipped in error by ZOLL Medical Corporation will require that a return authorization number be issued in advance and accompany the order. All shipping arrangements and costs will be borne by ZOLL Medical Corporation for these returns.

   3. All approved returns for product that was NOT shipped in error by ZOLL Medical Corporation must be shipped prepaid by the Buyer and delivered to ZOLL Medical Corporation, 269 Mill Rd., Chelmsford, MA 01824, and must be properly packaged by Buyer. Substitute for original box must be of a similar durability to the original box and must fully protect the item in transit. Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer’s original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

   4. Used Product or custom Product is not returnable except for warranty purposes. Custom product is defined as unique configuration for one customer.

   5. Product returns, which are not approved, do not include the return authorization number, are damaged due to improper packaging, or are not prepaid, will not be accepted by ZOLL Medical Corporation.

17. **Rental/Lease Agreement** – None offered.

18. **Service Agreement** – None offered.

19. **List of Participating Dealers**: None

20. **Special Attributes**: None

21. **Section 508 Compliance**: Not applicable.

22. **DUNS**: 055363428; **Cage Code**: 0UJ27
23. **SAM Registered**: Yes
ZOLL Medical Corporation (ZOLL) warrants to the Customer that from the date of installation, or thirty (30) days after the date of shipment from ZOLL's facility, whichever first occurs, the Equipment (constituting the Defibrillator) will be free from defects in material and workmanship under normal use and service for a period of five (5) years. The Factory Warranty covers all parts, labor, shipping and insurance costs for the repair of the Equipment. A Service Loaner is provided at no charge for use during the repair.

During such five-year period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the Equipment found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship; ZOLL's regular service charges shall apply.

Accessories (constituting the PASS cover and electrodes) shall be warranted for ninety (90) days from date of shipment. During such period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the accessories found by ZOLL to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship; ZOLL's regular service charges shall apply.

ZOLL shall not be responsible for any Equipment defect, the failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to: (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the Equipment with any associated or complementary Equipment, accessory or software not supplied by ZOLL; (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or wiring of the Equipment other than in accordance with ZOLL’s instructions.

This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, patient cables and accessories. The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory, known as “firmware”).

The foregoing warranty constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL for any breach of any warranty related to the Equipment supplied hereunder.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

ZOLL’s maximum liability arising out of the sale of the Products (Equipment and related accessories and disposables) or their use, whether based upon warranty, contract, tort or otherwise, shall not exceed the actual payments received by ZOLL in connection therewith. ZOLL shall not be liable for any incidental, special or consequential loss, damage or expense (including without limitation lost profits) directly or indirectly arising from the sale, inability to sell, use or loss of use of any Product (however caused and on any theory of liability), even if ZOLL has been advised of the possibility of such loss. The foregoing limitations shall not apply to any claims for bodily injury or death to the extent that limitation of damages for such claims is unenforceable or against public policy under any applicable statute or rule of law.

Updated: 10/16/08
Five-Year Limited Product Warranty

ZOLL Medical Corporation (ZOLL) warrants to the Customer that from the date of shipment from ZOLL's facility, the Equipment (constituting the Defibrillator) will be free from defects in material and workmanship under normal use and service for the period of five (5) years from the date of shipment. The Factory Warranty covers all parts, labor, shipping and insurance costs for the repair of the Equipment. A Service Loaner is provided at no charge for use during the repair.

During such five-year period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the Equipment found to be defective in material or workmanship. If ZOLL’s inspection detects no defects in material or workmanship; ZOLL's regular service charges shall apply.

Accessories (constituting the carry case and electrodes) shall be warranted for 90 days from date of shipment. During such period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the accessories found by ZOLL to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship; ZOLL's regular service charges shall apply.

ZOLL shall not be responsible for any Equipment defect, the failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment, caused by or attributable to: (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the Equipment with any associated or complementary Equipment, accessory or software not supplied by ZOLL (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or wiring of the Equipment other than in accordance with ZOLL's instructions.

This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, patient cables and accessories. The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory, known as "firmware").

The foregoing warranty constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL for any breach of any warranty related to the Equipment supplied hereunder.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

ZOLL’s maximum liability arising out of the sale of the Products (Equipment and related accessories and disposables) or their use, whether based upon warranty, contract, tort or otherwise, shall not exceed the actual payments received by ZOLL in connection therewith. ZOLL shall not be liable for any incidental, special or consequential loss, damage or expense (including without limitation lost profits) directly or indirectly arising from the sale, inability to sell, use or loss of use of any Product (however caused and on any theory of liability), even if ZOLL has been advised of the possibility of such loss. The foregoing limitations shall not apply to any claims for bodily injury or death to the extent that limitation of damages for such claims is unenforceable or against public policy under any applicable statute or rule of law.

Updated: 10/16/08
AutoPulse One-Year Limited Product Warranty

ZOLL Medical Corporation (ZOLL) warrants to the Customer that from the date of shipment from ZOLL’s facility, the Equipment, (constituting the AutoPulse® Resuscitation System Platform and AutoPulse Battery Charger) will be free from defects in material and workmanship under normal use, and service for a period of one (1) year from date of shipment. The AutoPulse battery is warranted for one (1) year, from the date of shipment, if maintained according to the AutoPulse Battery Management Program. AutoPulse Accessories and disposables shall be warranted for ninety (90) days from date of shipment.

During such period ZOLL will at no charge to the Customer, either repair or replace (at ZOLL’s sole option) any part of the Equipment found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship, ZOLL’s regular service charges shall apply. ZOLL will pay for the shipping, insurance cost and a service loaner at no charge for use during the repair.

ZOLL shall not be responsible for any Equipment defect, the failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to: (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the Equipment with any associated or complementary Equipment, accessory or software not supplied by ZOLL; (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or use of the Equipment other than in accordance with ZOLL’s instructions.

This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, processor board internal battery, LifeBand® Chest Compression Assembly and accessories. The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory, known as “firmware”). The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL for any breach of any warranty related to the Equipment supplied hereunder.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE, AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ZOLL’s maximum liability arising out of the sale of the Products (Equipment and related accessories and disposables) or their use, whether based upon warranty, contract, tort or otherwise, shall not exceed the actual payments received by ZOLL in connection therewith. ZOLL shall not be liable for any incidental, special or consequential loss, damage or expense (including without limitation lost profits) directly or indirectly arising from the sale, inability to sell, use or loss of use of any Product (however caused and on any theory of liability), even if ZOLL has been advised of the possibility of such loss. The foregoing limitations shall not apply to any claims for bodily injury or death to the extent that limitation of damages for such claims are unenforceable or against public policy under any applicable statute or rule of law.

Updated: 12/17/08
ZOLL Medical Corporation warrants to the Customer that from the date of installation, or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, whichever first occurs, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period for 5 Years.

During such period ZOLL Medical Corporation will, at no charge to the Customer, either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship; ZOLL Medical Corporation's regular service charges shall apply.

The Factory Warranty covers the Equipment (Defibrillators and Battery Chargers) for 5 Years from the date of shipment from ZOLL Medical Corporation's facility for the following: all parts and labor, all shipping and insurance costs, and a Service Loaner at no charge for use during the repair.

Accessories (cables, paddles, SpO2 sensors, single battery chargers and electrodes) shall be warranted for 90 days from date of shipment. During such period ZOLL Medical Corporation will, at no charge to the Customer, either repair or replace (at ZOLL Medical Corporation's sole option) any part of the accessories found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship; ZOLL Medical Corporation's regular service charges shall apply.

ZOLL Medical Corporation shall not be responsible for any Equipment defect, the failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment, caused by or attributable to: (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment, accessory or software not supplied by ZOLL Medical Corporation; (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation; or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, patient cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory, known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.
ZOLL MEDICAL R SERIES FACTORY WARRANTY

ZOLL Medical Corporation warrants to the Customer that from the date of installation, or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, whichever first occurs, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period for 5 Years.

During such period ZOLL Medical Corporation will, at no charge to the Customer, either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship; ZOLL Medical Corporation's regular service charges shall apply.

The Factory Warranty covers the Equipment (Defibrillators and Battery Chargers) for 5 Years from the date of shipment from ZOLL Medical Corporation's facility for the following: all parts and labor, all shipping and insurance costs, and a Service Loaner at no charge for use during the repair.

Accessories (cables, paddles, SpO2 sensors, single battery chargers and electrodes) shall be warranted for 90 days from date of shipment. During such period ZOLL Medical Corporation will, at no charge to the Customer, either repair or replace (at ZOLL Medical Corporation's sole option) any part of the accessories found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship; ZOLL Medical Corporation's regular service charges shall apply.

ZOLL Medical Corporation shall not be responsible for any Equipment defect, the failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment, caused by or attributable to: (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment, accessory or software not supplied by ZOLL Medical Corporation (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation; or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, patient cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory, known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.
Temperature Management Factory Warranty

ZOLL Medical Corporation (ZOLL) warrants to the Customer that from the date of shipment from ZOLL’s facility, the equipment (Thermogard XP™ System) will be free from defects in material and workmanship under normal use and service for the period of one (1) year from the date of shipment. The Factory Warranty covers all parts, labor, shipping and insurance costs for the repair of the equipment. A Service Loaner is provided at no charge for use during the repair. During such one-year period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL’s sole option) any part of the equipment found to be defective in material or workmanship. If ZOLL’s inspection detects no defects in material or workmanship, ZOLL’s regular service charges shall apply.

ZOLL warrants to the Customer that disposable products (constituting catheters, start up kits, guidewires, etc.) will be free from defects in material and workmanship for a period of 6 months from date of shipment. During such period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL’s sole option) any part of the disposables found by ZOLL to be defective in material or workmanship. If ZOLL’s inspection detects no defects in material or workmanship; ZOLL’s regular service charges shall apply.

ZOLL shall not be responsible for any equipment or disposable defect, the failure to perform any specified function, or any other nonconformance, caused by or attributable to: (i) misuse, abuse, neglect, or accident; (ii) any modification by the Customer, unless such modification is made with the prior written approval of ZOLL; (iii) any repair by anyone other than ZOLL or its authorized representative; (iv) the use with any associated or complementary equipment, accessory or software not supplied by ZOLL; (v) exposure to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (vi) installation or wiring other than in accordance with ZOLL’s instructions. This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, and batteries. The foregoing warranty does not apply to software included as part of the equipment (including software embodied in read-only memory, known as "firmware"). This warranty shall be void if any labels or other identifying marks permanently affixed to the equipment or disposables when shipped by ZOLL are removed, altered, defaced or obliterated.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ZOLL’s maximum liability arising out of the sale of the Products (equipment and related disposables) or their use, whether based upon warranty, contract, tort or otherwise, shall not exceed the actual payments received by ZOLL in connection therewith. ZOLL shall not be liable for any incidental, special or consequential loss, damage or expense (including without limitation lost profits) directly or indirectly arising from the sale, inability to sell, use or loss of use of any Product (however caused and on any theory of liability), even if ZOLL has been advised of the possibility of such loss. The foregoing limitations shall not apply to any claims for bodily injury or death to the extent that limitation of damages for such claims are unenforceable or against public policy under any applicable statute or rule of law.
ZOLL Medical Corporation (ZOLL) warrants to the Customer that from the date of shipment from ZOLL’s facility, the equipment (constituting the Defibrillators and Battery Chargers) will be free from defects in material and workmanship under normal use and service for the period of five (5) years from the date of shipment. The Factory Warranty covers all parts, labor, shipping and insurance costs for the repair of the equipment. A Service Loaner is provided at no charge for use during the repair.

During such five-year period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL’s sole option) any part of the equipment found to be defective in material or workmanship. If ZOLL’s inspection detects no defects in material or workmanship, ZOLL’s regular service charges shall apply.

Accessories (constituting the cables, paddles, SpO2 sensors, single battery chargers and electrodes) shall be warranted for 90 days from date of shipment. During such period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL’s sole option) any part of the accessories found by ZOLL to be defective in material or workmanship. If ZOLL’s inspection detects no defects in material or workmanship; ZOLL’s regular service charges shall apply.

ZOLL shall not be responsible for any equipment defect, the failure of the equipment to perform any specified function, or any other nonconformance of the equipment, caused by or attributable to: (i) any modification of the equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the equipment with any associated or complementary equipment, accessory or software not supplied by ZOLL(iii) any misuse or abuse of the equipment; (iv) exposure of the equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or wiring of the equipment other than in accordance with ZOLL’s instructions.

This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, patient cables and accessories.

The foregoing warranty does not apply to software included as part of the equipment (including software embodied in read-only memory, known as “firmware”).

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ZOLL’s maximum liability arising out of the sale of the Products (equipment and related accessories and disposables) or their use, whether based upon warranty, contract, tort or otherwise, shall not exceed the actual payments received by ZOLL in connection therewith. ZOLL shall not be liable for any incidental, special or consequential loss, damage or expense (including without limitation lost profits) directly or indirectly arising from the sale, inability to sell, use or loss of use of any Product (however caused and on any theory of liability), even if ZOLL has been advised of the possibility of such loss. The foregoing limitations shall not apply to any claims for bodily injury or death to the extent that limitation of damages for such claims are unenforceable or against public policy under any applicable statute or rule of law.
VENTILATOR LIMITED WARRANTY

ZOLL Medical Corporation (“ZOLL”) warrants the device to be free from all defects in material and workmanship under normal use and service for a period of one (1) year from the date of shipment from ZOLL’s facility to the original purchaser.

During the warranty period, ZOLL will repair or replace the device or any part which upon examination is shown to be defective in material or workmanship, return shipping costs are included under this warranty for qualifying returns. To qualify for such repair or replacement, the defective device must be returned to ZOLL within thirty (30) days from the date that the defect is discovered. This warranty does not apply if (i) the device has been repaired or modified without the authorization of ZOLL; (ii) the damage was caused by incorrect (off-label) use, negligence or an accident. (iii) the device has been exposed to conditions beyond the environmental, power or operating constraints specified by ZOLL; (iv) the device has been installed or wired other than in accordance with ZOLL’s instructions; or (v) the device has been used with any equipment or accessory not supplied by ZOLL.

Batteries, which by their nature are consumable and subjected to environmental extremes, will be warranted only for a period of ninety (90) days. Accessories, also consumable in usage, such as connecting hose and breathing circuits, are not warranted.
ResQCPR System LIMITED WARRANTY

ZOLL Medical Corporation (“ZOLL”) warrants the device to be free from all defects in material and workmanship under normal use and service for a period of one (1) year from the date of shipment from ZOLL’s facility to the original purchaser.

During the warranty period, ZOLL will repair or replace the device or any part which upon examination is shown to be defective in material or workmanship, return shipping costs will be included under this warranty for qualifying returns. To qualify for such repair or replacement, the defective device must be returned to ZOLL within thirty (30) days from the date that the defect is discovered. This warranty does not apply if (i) the device has been repaired or modified without the authorization of ZOLL; (ii) the damage was caused by incorrect (off-label) use, negligence or an accident. (iii) the device has been exposed to conditions beyond the environmental, power or operating constraints specified by ZOLL; (iv) the device has been installed or wired other than in accordance with ZOLL’s instructions; or (v) the device has been used with any equipment or accessory not supplied by ZOLL.