

VeriCor Cool CubeTM (1) Year Limited Warranty

VeriCor, LLC ("VeriCor") guarantees its Cool Cubes™ as follows:

• VeriCor's Cool Cube[™] products are guaranteed against breakage or defects in workmanship for one (1) year from the date of delivery.

To the extent permitted by law, VeriCor's liability is limited to the VeriCor Cool Cube[™] and not its contents.

Compliance with all regulatory requirements regarding labeling, transport, worker safety, training, or hazardous materials including but not limited to radioactive materials, are the sole responsibility of the purchaser or the person offering the contents for transport and not VeriCor. No warranty as to compliance with any such regulatory requirements is intended or implied.

VeriCor will either repair or replace any defective part at our sole option. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF THE PURCHASER.

TO THE EXTENT PERMITTED BY LAW: (A) THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ALL OTHER IMPLIED WARRANTIES AND ANY LIABILITY NOT BASED UPON CONTRACT ARE HERBY DISCLAIMED AND EXCLUDED.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL VERICOR BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE, nor shall VeriCor's liability to the purchaser for damages hereunder exceed the purchase price of the VeriCor Cool Cube™ in respect of which damages are claimed.

To make a warranty claim, the purchaser must contact VeriCor at <u>order@VeriCorMed.com</u>, or by calling 1-866-469-6019 and speaking to the Customer Service Department. Any warranty claims shall be made by the purchaser as soon as practicable. If VeriCor determines that any returned Cool Cube[™] is not defective within the terms of this warranty, the purchaser shall pay VeriCor all costs of handling, return freight and repairs at VeriCor's prevailing rates.

All warranty claims of any nature are barred if the VeriCor Cool Cube[™] has been altered, in any way physically changed, or damaged as a result of abuse, misuse, excessive wear and tear, negligence, accident, or (if applicable) improper installation.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state. This guarantee does not affect those rights.