



Your Source for High Quality Surgical Suite Products since 1984.

RICA® Surgical Products' Thermal Controlled Procedure Pads

Thermal Controlled Products Limited Warranty

Each RICA Thermal Controlled Product is covered by RICA's 3-year limited conditional warranty. Subject to the terms contained herein, RICA warrants all units to be free of material and workmanship defects for a period of 3 years from the original purchase date.

For three years after the date of your original purchase, RICA will, at its option, repair or replace your product, years 2 and three at a prorated cost to the customer, subject to the requirements set forth in this warranty. You will be responsible for shipping costs incurred when shipping a product to RICA for its inspection to determine if the product is entitled to warranty coverage. Any product that RICA determines is not entitled to warranty coverage as described below can be shipped back to you freight collect at the customer's discretion. Any replacement part provided as part of the warranty coverage shall come from RICA's stock and may be new. Notwithstanding anything to the contrary contained herein, RICA will not, under warranty, repair or replace Thermal Controlled Products damaged due to abuse, physical damage or from damage caused by carrying the units by the cord.

During the first year after the date of your original purchase, once the product is inspected and determined by RICA to be entitled to the warranty coverage. During the second and third year after purchase, once the product is inspected and determined by RICA to be entitled to the warranty coverage, RICA will ship out the repaired or replacement product upon receipt from you of an amount determined by the prorated terms as follows:

- a. For units that must, in RICA's sole discretion, be replaced, the number of months since the original purchase date is divided by 36; the result is multiplied by the then current suggested veterinary price for the unit;
- b. For units that may, in RICA's sole discretion, be repaired, the number of months since the original purchase date is divided by 36; the result is multiplied by the cost to repair such units as determined according to RICA's then standard repair charges, such charges to be determined in RICA's sole discretion.

NO OTHER WARRANTY IS EXPRESSED OR IMPLIED. RICA SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. IN THE UNITED STATES, SOME STATES DO NOT ALLOW THE EXCLUSION OF THE IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Exclusive Remedies

THE REMEDIES PROVIDED HEREIN ARE THE BUYER'S SOLE AND EXCLUSIVE REMEDIES. RICA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, OR ANY LEGAL THEORY. IN THE UNITED STATES, SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS ABOVE MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THIS SECTION DOES NOT LIMIT LIABILITY FOR BODILY INJURY OF A PERSON.

Limitation of Damages

RICA'S ENTIRE LIABILITY FOR ANY DEFECTIVE PRODUCT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE FOR THE DEFECTIVE PRODUCT. THIS LIMITATION APPLIES EVEN IF RICA CANNOT OR DOES NOT REPAIR OR REPLACE ANY DEFECTIVE PRODUCT AND YOUR EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.