

Syringe Reservoir - Limited Warranty

Applied Diabetes Research, Inc. warrants the Applied Diabetes Research syringe reservoir against defects in materials and workmanship and that it is functionally compatible with, safe for use with, and will not damage the Medtronic MiniMed Paradigm ® insulin pump.

Should an Applied Diabetes Research syringe reservoir damage the user's Medtronic MiniMed Paradigm insulin pump, and that pump is still under its manufacturer's factory warranty, Applied Diabetes Research will repair or replace (at its option) the damaged insulin pump. If you have a warranty claim, send your ADR reservoir and the pump, plus their proofs of purchase, and a description of the problem, to ADR Warranty Claims Department, 1420 Valwood Parkway, Suite 250, Carrollton, Texas 75006, U.S.A.

This warranty is valid only if the syringe reservoir is used in accordance with the manufacturer's instructions. This warranty will not apply:

- If damage results from changes or modifications made to the pump or syringe reservoir by the user or a third party after the date of manufacture.
- If damage results from normal wear and tear, accident, abuse, misuse, mishandling or negligence.
- If damage results from improper use, including but not limited to: improper storage, submersion in liquids, or physical abuse such as dropping the pump.
- If damage results from the service or repairs performed by any person or entity other than the manufacturer.
- If damage results from a *Force Majeure* or other event beyond the control of the manufacturer.
- To batteries, infusion sets or other accessories.

THE FOREGOING ARE YOUR EXCLUSIVE REMEDIES. NEITHER APPLIED DIABETES RESEARCH NOR ITS SUPPLIERS OR DISTRIBUTORS SHALL BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, APPLIED DIABETES RESEARCH EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY.

Some jurisdictions do not allow limitations on the provision of implied warranties and some jurisdictions do not allow limitations as to how long an implied warranty lasts, so the above limitations may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights. You may also have other rights which vary from country to country, and state to state. You are advised to consult your local and national laws for a full determination of your rights. Nothing in this limited warranty is intended to impair any consumer's rights under applicable law. If any provision of this limited warranty is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this limited warranty and the remainder of the limited warranty shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event, this limited warranty shall be interpreted so as to give effect, to the greatest extent possible with and as permitted by applicable law, to the meaning and intention of the excluded provision. This warranty shall be construed in accordance with and governed for all purposes by the substantive laws of the State of Texas, U.S.A. without resort to Texas' conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this warranty and it is strictly excluded. This is our entire agreement and warranty.



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