

Warranty

AngioDynamics, Inc. provides the purchaser of a Vortex® Implantable Access System a warranty against the accumulation of residue within the "Clear-Flow" Reservoir. That is, if the reservoir of a Vortex port is explanted due to withdrawal occlusion and is found to be filled with residue, AngioDynamics will provide a replacement port for the patient at no cost.

Verification of residue buildup will be the responsibility of AngioDynamics, Inc. and the following conditions must be satisfied: (1) the implant and use of the Vortex port must be in accordance with the User's Manual (shipped with the product). (2) the explanted Vortex port must be returned to AngioDynamics, Inc. within 30 days of explant and becomes property of AngioDynamics, Inc. (3) AngioDynamics, Inc. must be granted access to all hospital, physician, and patient records to facilitate the review of a warranty claim as AngioDynamics, Inc. deems fit.

NO REPRESENTATION OR WARRANTY IS MADE THAT THE FAILURE OF THE VORTEX PORT WILL NOT OCCUR, THAT THE BODY WILL NOT REACT ADVERSELY TO THE IMPLANTATION OF THE VORTEX PORT, OR THAT THE MEDICATION WILL BE SAFE AND EFFECTIVE FOR THE TREATMENT OF THE PATIENT. ANGIODYNAMICS, INC. DISCLAIMS THE RESPONSIBILITY FOR ANY MEDICAL COMPLICATIONS, INCLUDING DEATH, RESULTING FROM THE USE OF THE VORTEX PORT. ANGIODYNAMICS, INC. WILL BE RESPONSIBLE FOR THE ANALYSIS OF ANY EXPLANTED PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATION OR EXCLUSION HEREIN 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 WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE SHALL BE NO LIABILITY ON THE PART OF ANGIODYNAMICS, INC. FOR ANY GENERAL, SPECIFIC, OR CONSEQUENTIAL DAMAGES ARISING OUT OF SALE, MANUFACTURE OR USE OF THE PRODUCT SOLD HEREUNDER. HORIZON MEDICAL PRODUCTS, INC. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCTS OR ANY PURPOSE OF REASON WITH RESPECT TO THE VORTEX PORT SOLD UNDER THIS WARRANTY EXCEPT AS IN THIS STATEMENT OTHERWISE EXPRESSLY PROVIDED.

Vortex is a registered trademark of AngioDynamics, Inc.

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