WHAT WE WILL PROVIDE

Codonics products are warranted by Codonics Inc. against defects in materials and workmanship for 15 months from the date of original shipment from Codonics or for the length of the term provided in the contract that this warranty is amended to. This warranty provides for the replacement of the affected product component or subcomponent with a new or reconditioned component should the end user, after a failure, be unable to return the unit to correct operating condition through taking the steps identified in the troubleshooting section of the User's Manual and after performing troubleshooting with Codonics Technical Support. Limitations apply. The replacement of the component or product with a new or reconditioned component or product is solely at the discretion of Codonics.

This warranty is applicable in Australia, Canada, Chile, China, Costa Rica, Dominican Republic, European Union Member States (27), El Salvador, Guatemala, Honduras, Israel, Japan, Korea, Kuwait, Malaysia, Martinique, Mexico, New Zealand, Nicaragua, Norway, Panama, Philippines, Puerto Rico, Saudi Arabia, Singapore, South Africa, Switzerland, Taiwan, Thailand, Trinidad & Tobago, United Arab Emirates, the United States of America (50), and Uruguay. This warranty is not applicable in any other country. In those countries where this warranty is not applicable, the warranty offered provides parts and labor coverage as defined in a product specific Return–to-Factory warranty.

This warranty provides coverage for the Product with replacement equipment dispatched from Codonics facilities in Middleburg Heights, Ohio; Lisbon, Portugal; Shanghai, China; and Tokyo, Japan.

LIMITATIONS

This warranty does not apply in all countries and/or if the Product has been damaged by improper storage or transport, accident, misuse, abuse, incorrect installation, unauthorized modifications, neglect, improper shipping, damage caused by disasters such as fire, flood, and lightning, improper electrical current, interaction with non-Codonics products including use of consumables obtained from other than Codonics, damage caused by debris, improper use of media or service other than by Codonics authorized personnel. The warranty does not cover consumable items.

No other express warranty is given. The repair or replacement of the Product or component is your exclusive remedy. EXCEPT FOR WARRANTIES CONTAINED HEREIN, CODONICS INC. DISCLAIMS ALL WARRANTIES ON THE PRODUCTS FURNISHED HEREUNDER, INCLUDING ANY AND ALL IMPLIED WARRANTIES FOR MERCHANTABILITY AND FITNESS.

Some states, provinces, or countries prohibit limitations on the length of an implied warranty; therefore, the above-cited limitations may not be applicable to you. IN NO EVENT SHALL CODONICS INC. BE LIABLE FOR CONSEQUENTIAL DAMAGES.

Products are sold on the basis of the specifications applicable at the time of manufacture. Codonics Inc. shall have no obligation to

NO AGENT, REPRESENTATIVE, DEALER, OR EMPLOYEE OF THE COMPANY HAS THE AUTHORITY TO INCREASE OR ALTER THE OBLIGATIONS OF THE WARRANTY.

SHIPPING INSTRUCTIONS

A Return Materials Authorization (RMA) number must be obtained from your Sales/Customer Service Representative. You must provide the serial number of the Product and must have the original packing material before an RMA number will be issued. If packing materials are needed, you are responsible for their purchase. Any damage incurred in transit is not covered by the Return-To-Factory Limited Warranty. Codonics suggests that you insure the shipment en route to the service center. In addition, failure to use proper packaging material and an RMA number for returns may result in Products being rejected at the factory. Should your Product require service, return it with the following information attached: RMA number, owner's name, address, and telephone number, the model number, the complete serial number, and a clear description of the problem and service required.

VERY IMPORTANT

Be certain to power the unit down correctly, remove any inserted media before shipping, and package in the original packaging container.

The packaged item should be shipped to Codonics, Middleburg Heights, Ohio, USA, unless otherwise instructed by Codonics. Contact Codonics Technical support or your Codonics Sales Representative for assistance. The RMA number should be clearly written on the outside of the box. In any correspondence, refer to the product by model number and serial number.

Whether the unit is under warranty or not, it is your responsibility to pay shipping charges for delivery to Codonics. If the unit is not under warranty, it is also your responsibility to pay return shipping charges from Codonics.

Interaction with non-Codonics products including use of consumables other than Codonics branded is not covered by this warranty.

POLICIES

Turnaround time is the number of working days from the date of receipt at the Codonics service facility, not including return shipping time. Factory Repair Services average a 15 working day turnaround time. The determination for either repair or replacement of a returned component rests entirely with Codonics Customer Service.

If no problem is found, each out-of-warranty component returned is subject to a $552 handling fee. Bench rates for out-of-warranty labor are $138/hour (2-hour minimum).

Products returned without an RMA number are subject to delays or return to sender. If repair requests are not covered under warranty, the customer is notified before any repairs are made.

Any out-of-warranty repairs are warranted against defects in materials and workmanship for a period of 90 days from the date of service, unless provided differently by local law. The failed Product or

modify or update products once sold.

EXTENDED WARRANTY

In order to maintain uninterrupted warranty coverage, Codonics offers Extended Warranty for the SLS. Under Extended Warranty, faulty components are repaired or replaced, at Codonics option, with no additional charge to the customer. Codonics repairs the component, typically within 15 working days of receipt of the Product at Codonics, and pays for the standard return shipping to the customer. Customers are responsible for paying the shipping charges from the customer site to Codonics.

As with in-warranty returns, customers must obtain a Return Materials Authorization (RMA) number and mark it clearly on the packaging prior to shipping the faulty product to Codonics.

Extended Warranty is priced on a yearly basis and can be purchased for any single or multiple units installed at a site location. Pricing may be obtained from your sales representative.

OUT-OF-WARRANTY REPAIR

Out-of-warranty repair requires that Codonics Customer Service receive a purchase order prior to scheduling of the actual repair service. Copies must be sent via mail, but a facsimile copy is acceptable to allow scheduling of the repair service. A verbal confirmation of the purchase order is acceptable to receive an RMA number. Codonics Customer Service must receive a hard copy purchase order before repaired units will be returned to the customer.

Some states, provinces, or countries prohibit the exclusion or limitation of incidental or consequential damages; therefore, the above limitation or exclusion 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, province to province, or country to country.

SERVICE WARRANTY

In-warranty repairs are warranted for the balance of the remaining warranty period or a minimum of 90 days from the date of service, whichever is longer, unless provided differently by local law. Any out-of-warranty repairs are warranted against defects in materials and workmanship for a period of 90 days from the date of service.

component once repaired becomes the property of Codonics.

SLS EXTENDED WARRANTY

Return-to-Factory Warranty coverage is available through year five.

How do I order?

When placing your initial order for a Codonics Safe Label System, simply order the appropriate warranty option in addition to the product. For information on purchasing an extended warranty for already installed units contact Codonics Technical Support or your Codonics Sales Representative.

Single Year Warranties:

Part Number / Description
SLS-RTF-2   Safe Label System, global, Return-to-Factory, year 2
SLS-RTF-3   Safe Label System, global, Return-to-Factory, year 3
SLS-RTF-4   Safe Label System, global, Return-to-Factory, year 4
SLS-RTF-5   Safe Label System, global, Return-to-Factory, year 5

Multiple Year Combination Warranties:

Part Number / Description
SLS-RTF-2-3   Safe Label System, global, Return-to-Factory, covers years two through three
SLS-RTF-2-4   Safe Label System, global, Return-to-Factory, covers years two through four
SLS-RTF-2-5   Safe Label System, global, Return-to-Factory, covers years two through five

CONTACTING CODONICS

Codonics Technical Support (English speaking) is available 24 hours per day. Telephone hotline support Domestic: 800-444-1198 or International: +1-440-243-1198. By email: support@codonics.com.

Codonics Japan may be contacted using +81 (0) 3-5730-2297, or by email to cj-support@codonics.com.

Codonics China may be contacted using, in China, 800-820-8635, or by email to chinasupport@codonics.com.

Problem reports and software updates are available by contacting email address: support@codonics.com.

SAFE LABEL SYSTEM, END USER LICENSE AGREEMENT

1. You have purchased, are purchasing, or contemplating a future purchase of a Codonics Safe Label System (the "*SLS*") from Codonics, any of its affiliates or authorized distributors, or from another third party. The SLS contains embedded software, is accompanied by software, or is intended for use with software that is downloadable from a Codonics-authorized source that is owned or licensed by Codonics for, among other purposes, generating labels identifying substances consumed or administered for use in the provision of healthcare (the "*Software*"). The Software shall be used only with the SLS, and such uses shall be subject to this End User License Agreement ("*EULA*").

2. Subject to your compliance with the terms of this EULA, Codonics grants you a non-exclusive, non-transferable (except as part of the sale or transfer of the subject SLS hardware), non-sublicensable right to use the Software embedded in, or accompanying the purchased SLS to the extent necessary to properly use the purchased SLS in accordance with any applicable product description and instructions for use. Any other use including, but not limited to, copying, distributing, selling, leasing, renting, or making the Software available to the public is strictly prohibited. Specifically, you must not use, or permit the Software to be used on, or in combination with, any hardware other than the SLS. Further, any Software embedded in the SLS may only be used as embedded by Codonics in the SLS, and shall not be copied or otherwise extracted from the SLS, or used separately from the SLS.

3. Codonics shall remain the owner of all title and rights (including intellectual property and license rights) to the Software. You shall not modify, translate, decompile, or disassemble the Software without the prior written consent of Codonics, unless and to the extent permitted by applicable mandatory law. The Software is provided for your own internal use under this license. This license does not include the right to sublicense and therefore may not be assigned (by operation of law or otherwise) or transferred without the prior written consent of Codonics.

4. The Software may contain software of third parties known as free software and/or open-source software ("*Third-Party Software*"). Such Third-Party Software is subject to the applicable license terms of the respective third party. You and Codonics agree that any and all warranties or liability of Codonics for such Third-Party Software is expressly excluded, unless otherwise agreed to in writing between you and Codonics. You may contact Codonics at info@codonics.com for a complete list of the Third-Party Software included in the Software and information where the applicable licenses can be found.

5. The Codonics Drug Database (the "CDD") is a source of drug information based on data from the National Institute of Health's National Library of Medicine, such as the Unified Medical Language System® for example, and other sources of drug information. Information from the CDD is used by you and/or Codonics to build and maintain the Formulary of the SLS. Codonics shall use its best efforts to provide complete and accurate information in the CDD, and the Formulary of your SLS when such services are provided by Codonics under mutual consent.

However, Codonics does not practice medicine, and does not guarantee that updates of the CDD will be released in a timely manner, or that the information obtained from the CDD and the Formulary to generate a label is complete, accurate or suitable for your health care practice. You agree to confirm that the content of the Formulary on your SLS and the labels produced by the SLS are correct and suitable for your intended use before using that content for patient care.

6. Codonics may collect data identifying the location of the SLS, the specific SLS equipment and Software versions being used, and the drugs and related products that are scanned on SLS to print labels by drug name or publicly-available identifiers such as a standardized ID number (the "*Collected Information*"). The Collected Information shall NOT include any personal identifying information, including Protected Health Information as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), or any other patient information or information about your healthcare practice. Codonics is permitted to use the Collected Information to improve the SLS, the Software and the CDD used in maintaining the Formulary accessed by the Software.

7. This EULA represents the complete and exclusive statement of the agreements concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. THE ACCEPTANCE OF ANY PURCHASE ORDER PLACED BY YOU FOR THE SLS, SOFTWARE AND/OR RELATED SERVICES IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, AND CODONICS AGREES TO FURNISH THE SLS, SOFTWARE AND RELATED SERVICES ONLY UPON THESE TERMS AND CONDITIONS AND NOT THOSE CONTAINED IN YOUR PURCHASE ORDER. If any provision of this Agreement is held to be ineffective, unenforceable, or illegal under certain circumstances for any reason, such decision shall not affect the validity or enforceability (a) of such provisions under circumstances, or (b) of the remaining provisions hereof under all circumstances, and such provision shall be reformed to and only to the extent necessary to make it effective, enforceable, and legal under such circumstances. All headings are solely for convenience and shall not be considered in interpreting this Agreement.

8. This license shall remain in effect so long as you own the SLS used with the Software, and you are in material compliance with all of its terms and conditions. If you breach any of the terms and conditions herein, this license is automatically terminated and you are obligated to destroy the original and all copies of the Software. In such event, upon the request of Codonics, you shall provide written certification of such destruction.