



JAYEX LIMITED

EQUIPMENT WARRANTY TERMS AND CONDITIONS

(2-Year Standard Warranty with Optional Extended Cover)

Updated: August 2026

These Warranty Terms apply to Jayex Equipment supplied under an Order referencing this Warranty.

1. Warranty Coverage

1.1 Jayex warrants that the Equipment will be free from material defects in materials and workmanship under normal use during the applicable Warranty Period.

1.2 Where Equipment fails during the Warranty Period due to a covered defect, Jayex shall, at its sole option:

(a) repair the Equipment; or

(b) replace the Equipment with equivalent or functionally comparable equipment,

at no additional cost to Customer, including:

- delivery of replacement equipment;
- removal of defective equipment; and
- installation of replacement equipment.

1.3 Replacement equipment may be new or refurbished but will be of equal or greater functional specification.

2. Warranty Period

2.1 The Standard Warranty Period is two (2) years from the date of installation.

2.2 Customer may purchase an Extended Warranty at the time of Order extending the Warranty Period to:

- three (3) years;
- four (4) years; or
- five (5) years.

2.3 The applicable Warranty Period shall be stated in the Order.

2.4 Any repaired or replaced Equipment shall remain covered only for the remainder of the original Warranty Period and shall not restart or extend the Warranty Period.

2.5 Application of this Amendment. Clauses 5.6 and 5.7 apply only to Equipment ordered on or after 1 August 2026. Warranties in respect of Equipment ordered before that date continue on the terms in force at the date of the relevant Order, and are not affected by clauses 5.6 and 5.7.

3. What Is Covered

This Warranty covers:

- Failure arising from manufacturing defects;
- Internal component failure under normal operating conditions;
- Equipment that fails to operate materially in accordance with specification.

4. What Is Not Covered

This Warranty does not cover faults, failures or damage caused by:

- 4.1 Accidental damage, impact damage, liquid damage, vandalism or theft.
- 4.2 Misuse, abuse, negligence or improper handling.
- 4.3 Electrical surge, unstable power supply, or failure to use appropriate surge protection.
- 4.4 Environmental conditions outside recommended operating specifications (including excessive heat, humidity or dust).
- 4.5 Customer modifications, unauthorised repair or tampering.
- 4.6 Installation, relocation or alteration by any person other than Jayex or its authorised contractors.
- 4.7 Third-party software changes, operating system updates, or compatibility issues.
- 4.8 Cosmetic damage that does not materially affect functionality.
- 4.9 Fair wear and tear.
- 4.10 Force majeure events.

5. Customer Responsibilities

To maintain Warranty coverage, Customer must:

- 5.1 Operate Equipment in accordance with Jayex instructions.
- 5.2 Maintain suitable operating conditions and power supply.

5.3 Promptly notify Jayex of faults.

5.4 Provide reasonable access for inspection, repair or replacement.

5.5 Not attempt unauthorised repair.

5.6 Active Subscription Condition. Warranty service under this Warranty is conditional on the Customer maintaining, throughout the Warranty Period, a current subscription with Jayex for the Jayex service operated on the relevant Equipment ("Active Subscription"). If the Active Subscription ends or is suspended for non-payment, warranty coverage in respect of that Equipment is suspended from the date the subscription ends or is suspended. Coverage is reinstated, for the remainder of the original Warranty Period only, if and when the Customer resumes an Active Subscription; the Warranty Period is not extended by any period of suspension.

5.7 Exceptions. Clause 5.6 does not apply, and warranty coverage continues unaffected, where the Active Subscription ends because:

- (a) Jayex elects not to renew the subscription, or terminates it other than for the Customer's breach;
- (b) Jayex ceases to offer the relevant service; or
- (c) the subscription is terminated by the Customer lawfully in response to a breach by Jayex.

Failure to comply may void Warranty coverage.

6. Fault Diagnosis

6.1 Jayex may perform remote diagnostics prior to dispatching replacement Equipment.

6.2 If Jayex determines the fault is excluded under clause 4, Jayex may:

- (a) provide a quotation for repair or replacement; or
- (b) charge reasonable call-out, inspection and installation fees.

7. No Fault Found

If Equipment is returned or replaced and no defect is identified, or the issue is caused by an excluded event, Jayex reserves the right to charge reasonable administrative and handling costs.

8. Limitations of Warranty

8.1 This Warranty applies solely to the physical Equipment supplied by Jayex.

8.2 This Warranty does not apply to software, cloud services, applications or updates, which are governed exclusively by the Master Services Agreement (including any applicable Support Services or Service Levels).

8.3 For the avoidance of doubt:

- (a) software updates, patches, bug fixes and enhancements are provided in accordance with the Master Services Agreement;
- (b) compatibility updates relating to supported operating systems or third-party clinical systems are governed by the Master Services Agreement;
- (c) this Warranty does not extend or modify Jayex's software support obligations under the Master Services Agreement.

8.4 Except as expressly stated in this Warranty or in the Master Services Agreement, no additional warranties apply.

9. Serial Replacement Protection

Jayex reserves the right, where repeated failures are caused by environmental factors, misuse or power instability, to require remediation of such conditions before further replacement obligations arise.

10. Interaction with Finance / Lease Arrangements

10.1 Where Equipment is financed through a third-party lease:

- (a) this Warranty applies only to Equipment performance;
- (b) it does not alter Customer's obligations under any lease agreement;
- (c) replacement Equipment does not extend the lease term.

11. Transferability

This Warranty is valid only for the original Customer named in the Order and is non-transferable without Jayex's written consent.

12. Liability

Nothing in this Warranty excludes liability for death or personal injury caused by negligence or any liability that cannot lawfully be excluded.

Jayex's liability under this Warranty is limited strictly to the repair or replacement obligations described above.