### NP Duo<sup>™</sup>



User Manual

Doc. #: IFU0000075 Rev. Date: 05/29/2023 Rev.: 1.0



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# Introduction

### **Product Description**

The NP Duo<sup>™</sup> non-powered support surface can accommodate diverse patient body types and patient weights. The multi-layered design ensures proper weight dispersal and maximizes pressure redistribution. The surface and components are designed to eliminate harmful chemicals of concern in the fabric, fire barrier and foam. All versions use a laminated high-density foam core. The sloped heel section aids in patient comfort and pressure ulcer prevention.

#### **Intended Use**

The 2-layered foam support surface will provide pressure redistribution to prevent and treat pressure injuries. The product is intended for use on a Medical Bed Frame in a medical facility by trained personnel.

### **General Information**

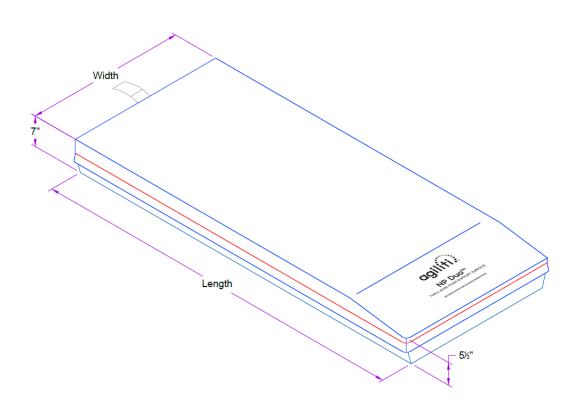
- An authorized user is defined as an adult.
- Read and completely understand the manual before use.
- DO NOT modify this equipment without authorization from the manufacturer.
- Only use Agiliti replacement covers that are specific to this product.
- At certain intervals, maintenance of this product is required and must be performed by authorized personnel only.
- Retain this manual for future use and maintenance.
- Patients, or users, should be risk assessed to ensure they are able to understand this manual and make use of this product without risk to themselves or others.

Symbols, definitions, and fonts are used throughout this manual to aid user readability and understanding of content.

- Standard Text: Used for regular information.
- **Bold Text**: Emphasizes a word or phrase.
- **NOTE**: Sets apart special information or important instruction clarification.

## Product at a Glance

NP Duo™



Support Surface Size (W x L) 7" Height

# Symbols

Symbol	Description
	<b>Follow User Manual:</b> Indicates mandatory action to read and fully understand these instructions prior to use.
i	<b>Accompanying Documents:</b> Read and fully understand all accompanying documents for NP Duo™ before use.
<b>^</b>	Electrical Shock Hazard Warning:

Symbol alerts user to the presence of electrical shock hazards. It is important to follow all instructions and special procedures to avoid electrical shock to the operator, caregiver, and/or patient.

### **Contraindication:**



Symbol alerts user to possible condition or circumstance which makes a particular treatment or procedure potentially inadvisable. Disregarding a contraindication could result in patient and/or user injury, as well as damage to equipment.



#### Warning/Caution:

Symbol alerts user to the presence of important operating, maintenance, or servicing instructions. Disregarding a warning could result in patient and/or user injury, as well as damage to equipment.

# Labels

Label

Description



**Top Cover Screen Print** 

NP DUO<sup>TM</sup> TWO-LAYER FOAM SUPPORT SURFACE

SEE USER MANUAL FOR CLEANING INSTRUCTIONS





**Cleaning and Care Label** 

Law Label

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16 CFR Part 1632 16 CFR Part 1633

Flammability Standard Compliance Label

Technical Bulletin 117-2013 Compliance Label TB117





#### **UDI Label**

Part Number / Lot # Label

## Safety Instructions

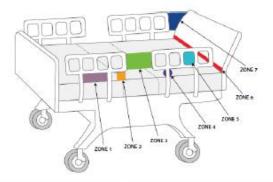


**WARNING:** Bed rail entrapment is a serious health risk that can result in serious injury or even death. Agiliti recommends the care provider be mindful of the FDA guidelines relevant to bed rail entrapment, as serious injury can result. These guidelines can be found on the FDA website. When using a foam or air therapy system the care provider is responsible for ensuring the support surface properly fits the bed frame. It is also the care provider's ultimate decision whether or not to use bed rails with the patient.

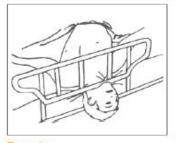
#### **Seven Zones of Bed Rail Entrapment**

If the patient would have any clinical conditions that could result in risk of falling or improperly lying-in bed, the bed should be left at its lowest setting and in flat position when not attended. Agiliti recommends the use of bed rails if they are available. There are seven zones of bed rail entrapment.





Within the Rail







Between the Rail and the Mattress

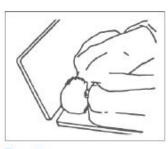
Zone 3:



Zone 4: Under the Rail, at the Ends of the Rail







Zone 5: Between Split Bed Rails

Zone 6: Between the End of the Rail and the Side Edge of the Head or Footboard

Zone 7: Between the Head or Footboard and the Mattress End

Reference: Hospital Bed System Dimensional and Assessment Guidance to Reduce Entrapment. (2006, Mar. 10). U.S. Health and Human Services Food and Drug Administration Center for Devices and Radiological Health. Retrieved from https://www.fda.gov/downloads/medicaldevices/deviceregulationandguidance/guidance/guidancedocuments/ucm072729.pdf

# Safety Instructions

Only authorized users install the NP Duo<sup>™</sup> support surface on bed frames. A thorough understanding of the bed frame user manual is required prior to use. Follow the instructions contained in this manual carefully. Use the NP Duo only if it is in proper working order and free from tears or punctures. The terms Warning and Caution are used frequently throughout this manual. A clear and concise understanding is required of these two terms.



**CONTRAINDICATION:** Indicates important information that may be contradictory to the product instructions, which if not understood, could cause serious injury.



**ELECTRICAL SHOCK HAZARD WARNING:** This symbol is intended to alert the user to the presence of electrical shock hazards. It is important to follow all instructions and special procedures to avoid electrical shock to the operator, care provider, and/or patient.



**WARNING:** Indicates a potentially dangerous situation, which if not avoided, could result in injury ranging from moderate to serious severity up to and including death.



**CAUTION:** Indicates a potentially dangerous situation, which if not avoided, could result in injury ranging from minor to moderate severity.

#### **Electrical Shock Hazards**



**ELECTRICAL SHOCK HAZARD WARNING**: To avoid risk of electric shock or Injury, ensure all cords on bed frame are away from bed deck prior to installing product.



**ELECTRICAL SHOCK HAZARD WARNING**: Before any cleaning and disinfection procedures are performed, unplug all power cords in proximity to product to eliminate possibility of electrical shock.

#### Warnings



**WARNING:** To avoid serious injury or death, ensure product is used with compatible bed frame sizes.



**WARNING:** To avoid serious injury or death, ensure product is properly retained on bed frame to avoid slippage or unintended movement.



**WARNING:** Product is to be used in accordance with each facility's policies and procedures.



**WARNING:** Do not exceed safe working load listed in the specifications. Can lead to injury or damage



**WARNING:** Bed rail entrapment can result in serious injury or even death. Agiliti recommends caregivers be mindful of the FDA guidelines relevant to bed rail entrapment. These guidelines can be found on the FDA website as referenced below. When using a replacement support surface, the caregiver is responsible for ensuring the product properly fits the bed frame. It is also the caregiver's decision whether or not to use bed rails with the patient.

#### Cautions



**CAUTION:** Use only approved replacement parts or covers.



**CAUTION:** Use of product is only one element of care in the prevention and treatment of pressure injuries. Frequent repositioning, proper care, routine skin assessment, wound treatment and proper nutrition are but a few of the elements required in the prevention and treatment of pressure injuries. The responsibility of prevention and treatment of pressure injuries lies with the health care professional.



**CAUTION:** Ensure that product covers are free from tears, rips or damage from shipping and handling prior to installing on bed frame.



**CAUTION:** It is recommended that gloves and protective clothing be worn at all times during cleaning and disinfecting.



**CAUTION:** Product requires regular maintenance to ensure performance and avoid premature wear, damage and injury.

#### **General Notes**

**NOTE:** Only the outer cover requires cleaning and maintenance. Disassembly of the support surface for maintenance of internal components is not recommended. Do not use harsh solvents or cleaners. Special care should be used to not puncture product with needles or sharp instruments. This may result in loss of integrity of the cover or internal components.

**NOTE:** To ensure that approved chemical agents are being used for the top and bottom covers, visit <u>agilitihealth.com/approvedsurfacecleaners</u>.

# Specifications:

NP Duo™

NP Duo Support Surface	Height x Length	Max Patient Weight*
35″ W (89cm)	7″H x 82″L (17.5cm x 208cm) 7″H x 84″L (17.5cm x 213cm)	500 lb. (227 kg)

NP Duo BH™ Behavioral Support Surface**	Height x Length	Max Patient Weight*
35"W (89cm)	7"H x 82"L (17.5cm x 208cm)	500 lb. (227 kg).

NP Duo EX™ Expandable Support Surface	Height x Length	Max Patient Weight*
35"W Expandable to 42"W	7"H x 84"L (17.5cm x 213cm)	700 lb.
(99cm to 107cm)	7 H X 64 L (17.3cm X 213cm)	(318 kg)

\* NOTE: Max Patient Weight capacity of support surface is not to exceed bed frame Safe Working Load.

\*\* NOTE: Support Surface available with Defined Perimeter

NP Duo Components	Material	Features
Top Cover	Polycarbonate	Antimicrobial, 4-way stretch, breathable
Bottom Cover	200D Laminated TPU	Hi-friction nonslip
Foam Core	Dual-layer Visco and Polyurethane Foam	Heel Slope

# Unpacking Instructions



**Caution:** Ensure that support surface covers are free from tears, rips or damage from shipping and handling prior to installing on bed frame.

- 1. Remove products from packing materials and examine for shipping damage. Notify Agiliti immediately upon discovery of damage.
  - a. *If delivered by a freight company*: note a description of the damage to the carrier's bill of lading and take photos for your records. Depending on the shipping arrangement, the obligation to prepare, file, and pursue any claim for any damage or loss may be on the shipping recipient (or buyer).
  - b. *If delivered by an Agiliti employee:* please reach out to your local contact to initiate the process.
- 2. If replacement parts are needed, contact Agiliti Customer Service.
- 3. Remove packaging surrounding product.

### Set-Up Instructions



**WARNING**: Bed rail entrapment can result in serious injury or even death. Agiliti recommends caregivers be mindful of the FDA guidelines relevant to bed rail entrapment. These guidelines can be found on the FDA website as referenced below. When using a replacement support surface, the caregiver is responsible for ensuring the product properly fits the bed frame. It is also the caregiver's decision whether or not to use bed rails with the patient.



**CAUTION:** Use ofproduct is only one element of care in the prevention and treatment of pressure injuries. Frequent repositioning, proper care, routine skin assessment, wound treatment and proper nutrition are but a few of the elements required in the prevention and treatment of pressure injuries. The responsibility of prevention and treatment of pressure injuries lies with the health care professional.



**CAUTION:** Ensure that support surface covers are free from tears, rips or damage from shipping and handling prior to installing on bed frame.

- 1. Verify that product is the correct size for the bed frame top deck. Refer to Siderail Entrapment Guidelines (see Table of Contents).
- 2. Place the bed frame in a flat position.
- 3. Install product with the sloped heel section toward the foot of the bed.
- 4. Disinfect product prior to patient use. Refer to Support Surface Cleaning Instructions (see Table of Contents).

# **Cleaning Instructions**



**ELECTRICAL SHOCK HAZARD WARNING**: Before any cleaning and disinfection procedures are performed, unplug all power cords in proximity to product to eliminate possibility of electrical shock.



**CAUTION:** It is recommended that gloves and protective clothing be worn at all times during cleaning and disinfecting.



**CAUTION:** Product requires regular maintenance to ensure performance and avoid premature wear, damage and injury.

**NOTE:** Only the outer cover of product requires cleaning and maintenance. Disassembly of the support surface for maintenance of internal components is not recommended. Do not use harsh solvents or cleaners. Special care should be used to not puncture the support surface with needles or sharp instruments. This may result in loss of integrity of the support surface cover or internal components.

**NOTE:** To ensure that approved chemical agents are being used for the top and bottom covers, visit <u>agilitihealth.com/approvedsurfacecleaners</u>.

#### DO NOT autoclave.

**NOTE**: Improper cleaning, rinsing or the incorrect use of cleaning agents can lead to premature fabric discoloration and breakdown of the fabric's fluid resistance, stain resistance and fabric strength.

#### **Top Cover**

The top cover material is resistant to a wide variety of hospital cleaners and resists breakdown with disinfectants and cleaners based on chlorine, alcohol, peroxide, quaternary ammonium, chloramine and phenol. Personal Protective Equipment (PPE) should always be used as directed by the disinfectant's Material Safety Data Sheet.

- 1. Prepare the disinfectant according to the manufacturer's recommendations.
- 2. Prepare a separate bucket of warm, fresh water to be used for rinsing the equipment after cleaning/disinfecting procedures are completed as instructed.
- 3. All exterior areas of the top cover are to be wiped using a cloth dampened with the disinfectant, prepared as directed by the manufacturer's recommendations, to remove organic material and visible soil.
- 4. Allow the support surface shell to remain wet with disinfectant solution for the manufacturer's recommended contact time, and no longer.
- 5. Immediately after recommended contact time, rinse all surfaces of product with fresh water and clean cloth to remove chemical and organic residue.
- 6. Stains on the top cover may be treated using an approved stain remover, according to the manufacturer's recommendations.
- No Abrasives: Abrasive cleaners and abrasive cleaning devices (scouring sponges) will dramatically reduce the life of the top cover.
- Do Not Use Solvents.

- Follow dilution recommendations: One of the most significant errors in cleaning support surface top cover is not diluting a cleaner according to manufacturer recommendations. Most surface cleaners are sold in concentrated forms and are intended to be diluted, usually with a large percentage of water. Failing to do this can shorten the life of the support surface top cover significantly.
- Rinse after using a cleaning agent: When you wipe across a surface with a cleaner/chemical strong enough to kill bacteria, you must rinse afterward. Leaving the cleaner to dry on the surface will shorten the lifespan of the top cover.

**NOTE:** If additional cleaning is necessary, top covers may be removed and laundered using standard hospital disinfectant/ detergent. DO NOT use temperatures in excess of 170°F (76°C).

**NOTE:** After washing, the top cover is to be air dried or dried in a dryer at very low or no heat to protect it from heat-related damage.

- 1. Set washing machine to Regular Cycle.
- 2. Pre-soak with disinfectant/detergent in cold water for 10 minutes. DO NOT USE HARSH SOLVENTS OR CLEANERS.
- 3. Main wash cycle: 15 minutes (time dependent on soil level).
- 4. Rinse cycle: 5 minutes, minimum.
- 5. Spin/Drain cycle: 5 minutes, minimum

#### **Bottom Cover**

- 1. Prepare the disinfectant according to the manufacturer's recommendations.
- 2. Prepare a separate bucket of warm, fresh water to be used for rinsing the equipment after cleaning/ disinfecting procedures are completed as instructed.
- 3. All areas of the bottom cover are to be wiped using a coarse cloth dampened with the disinfectant, prepared as directed by the manufacturer's recommendations, to remove organic material and visible soil.
- 4. Allow the bottom cover to remain wet with disinfectant solution for the manufacturer's recommended contact time, and no longer.
- 5. Immediately after recommended contact time, rinse all areas of the bottom cover with fresh water and a clean cloth to remove chemical and organic residue.
- 6. Stains on the bottom cover may be treated using an approved stain remover, according to the chemical manufacturer's recommendations.
- 7. After washing, the bottom cover must be allowed to airdry

## **Preventive Maintenance**



**CAUTION:** It is recommended that gloves and protective clothing be worn at all times during cleaning and disinfecting.



**CAUTION:** Preventive maintenance should not be attempted while equipment is in use.

**NOTE:** To keep equipment working efficiently and effectively for an extended time, it is essential to make sure the equipment is cleaned regularly and well maintained.

Check the items on this chart at the indicated intervals. If any of the items are loose, worn, or damaged, immediately have them replaced.

Place product on flat, clean, and level surface and inspect for damage, wear, punctures, rips and / or tears on the following components:

Components	Inspect for	During cleaning and disinfecting	Annually
Top Cover	Damage, wear, punctures, rips and or tears	Х	Х
Bottom Cover	Damage, wear, punctures, rips and or tears	Х	Х
Foam Core	Remove covers and inspect for fluid ingress	N/A	х

## Storage and Disposal

Always store the surface flat on a clean, level surface.

Avoid storage of other equipment on top of the product.

End-of-life Agiliti products must be disposed of properly according to local laws and regulations. Please contact Agiliti or your local authorities for disposal and recycling options.

NP Duo™

### PLEASE READ THESE WARRANTY TERMS AND CONDITIONS CAREFULLY BEFORE USING YOUR AGILITI PRODUCT. BY USING THE PRODUCT, YOU ARE CONSENTING TO BE BOUND BY THE FOLLOWING WARRANTY TERMS AND CONDITIONS.

#### **Limited Warranty**

Raye's, Inc dba Sizewise Manufacturing ("Sizewise Manufacturing") warrants the above referenced product to be free from material defects in materials and workmanship for the warranty periods set forth below when the product is used and serviced properly in accordance with the specifications set forth in the Agiliti user manual in effect at the time of sale of the product, including without limitation the safety instructions and if applicable the safe working load and weight limitations set forth therein. If there is no period of time specified below, the warranty period shall be ninety (90) days. Unless agreed to otherwise in writing by Sizewise Manufacturing, the warranty periods commence on the invoice date of the original purchase. This warranty applies only against defects discovered within the warranty period and extends only to you, the Buyer. As used in this warranty Buyer means the original purchaser or original end user of the product designated at the time of purchase. Any reference to "you" is as the Buyer. Parts repaired or replaced under the terms of this warranty will be warranted for the remainder of the original warranty period only. Buyer is solely responsible for determining whether the products and services offered by Sizewise Manufacturing are appropriate for its intended use including use by Buyer's employees, invitees, contractors, representatives, third party beneficiaries, or any other person Buyer intends to use the product. Buyer acknowledges it has made the selection of the products based upon its own judgment and that the product is of a size, design, capacity, condition, quality, and durability selected by Buyer. Buyer expressly disclaims any reliance upon any statements or representations made by Sizewise Manufacturing or any other party on its behalf except as otherwise specifically provided for in this Limited Product Warranty. Buyer acknowledges and agrees that the remedy in this warranty for the repair and replacement of defective product or part(s) shall constitute the sole remedy in the event of a defective product or part(s).

THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. Sizewise Manufacturing's obligations under this warranty are limited as set forth below.

Warranty Period and Coverage:

Product	Internal Components	Top Cover	RF-Welded Seams
NP Duo	5 Years	4 Years	4 Years

#### **Conditions and Restrictions**

This warranty is valid only in accordance with the conditions set forth below:

The warranty applies to this product only while:

- it remains in the possession of the Buyer and proof of purchase is demonstrated,
- it has not been subjected to accident, misuse, abuse, improper service, or modification,
- Claims are made within the warranty period.
- This warranty does not apply to any other products or devices sold separately regardless of whether
  used with this product. Such other products or devices, to the extent sold with a warranty, will be
  subject to the separate limited product warranty set forth in the user manual for such product or
  device.
- Sizewise Manufacturing's sole liability shall be discharged by replacing or repairing, at Sizewise Manufacturing's option, the product or its part or parts which are determined by Sizewise Manufacturing to be defective under normal and proper use during the warranty period.
- Buyer shall notify Sizewise Manufacturing or the authorized Sizewise Manufacturing dealer immediately but in no event more than seven (7) days after the date of discovery of any alleged defect by contacting Sizewise Manufacturing Parts and Service at 800-814-9389 Monday through Friday 8am-5pm local time.
- If the product or part should be returned to Sizewise Manufacturing, a return authorization number (RA#) must be obtained by Buyer from Sizewise Manufacturing. The RA# will be valid for 21 days from the date it is issued.
- Buyer is responsible for any shipping, freight, handling, pickup, or delivery charges or fees
  including without limitation any expediting fees involved with the delivery of the defective product
  or parts to Sizewise Manufacturing's factory for repair or replacement.
- If on-site technical service is required, as determined by Sizewise Manufacturing, a service representative will be dispatched during Sizewise Manufacturing's standard service hours Monday through Friday 8am-5pm local time, provided the product is located within Sizewise Manufacturing's service territory.
- If Sizewise Manufacturing determines the problem with the product or part(s) is a result of defective material or workmanship, the product or part will be replaced or repaired at the discretion of Sizewise Manufacturing, and at no charge to the Buyer; however, this is subject to the limitations and exclusions of this Limited Product Warranty.
- At the election of Sizewise Manufacturing, replacement parts may be new or refurbished; Sizewise Manufacturing reserves the right to substitute materials if original materials are no longer available.
- If Sizewise Manufacturing determines the product or part that Buyer has requested warranty services on are not covered by the warranty for any reason including, without limitation, because it is outside of the warranty period, excluded from the warranty, or the warranty is void, Buyer shall pay for the repair or replacement services, including parts and labor performed by Sizewise Manufacturing at Sizewise Manufacturing's prevailing time and material rates plus freight and delivery.
- If Buyer declines the repair or replacement service upon notice from Sizewise Manufacturing that it is not covered under warranty, Buyer shall reimburse Sizewise Manufacturing for all costs from investigating and responding to Buyer's request.
- Any costs to Buyer as referred to herein shall be at Sizewise Manufacturing's prevailing time and material rates plus any freight and delivery charges incurred by Sizewise Manufacturing.
- Any assistance provided by Sizewise Manufacturing outside the terms of this warranty does not waive the limits of this warranty.
- Sizewise Manufacturing does not pay labor outside the United States.
- Any description of the products is for identification purposes only and is not an express warranty.
- Loaned products, demo or sample products, and/or consumable products including without limitation batteries and sheets are furnished to Buyer on an "AS IS WITH ALL FAULTS" basis.

#### **EXCLUSIONS AND LIMITATIONS**

This Limited Product Warranty shall not apply to the below listed events, occurrences, actions and/or items. Sizewise Manufacturing and its affiliates, shall have no obligation to make repairs, replace, or correct products including any part or parts of the product as the result of Sizewise Manufacturing's determination of any of the following:

- Software (PROM) or firmware version upgrades or updates or any other changes and/or any outages, interruptions, delays, attacks, malware, or any other technology or viruses on such software or firmware or Buyer's network, if applicable to this product.
- Normal wear and tear of the product including, without limitation, normal discoloring, body
  impressions on mattresses or loss in some resiliency, if applicable to this product, and/or any
  cosmetic items, consumable items including, without limitation, mattresses, casters, sheets,
  handsets, and batteries as these items are not covered by this warranty.
- Damage due to improper transport, storage, installation, maintenance, use, repair, or failure to follow Sizewise Manufacturing's or its authorized representative's instructions or procedures as detailed in the user manual.
- Damage or malfunctions resulting from work performed by service providers not authorized by Sizewise Manufacturing.
- Repairs performed on the product or parts missing a serial number or with a serial tag that has been altered, tampered with, or defaced in any manner.
- Service calls to correct installation of the product, unless installed under contract by Sizewise Manufacturing, its affiliate, or authorized representative. The terms of the service contract only shall apply to service installation corrections, not this warranty.
- Shipping, freight, handling, pickup, and delivery charges or fees involved with delivery of the products and or part(s) to Sizewise Manufacturing's factory for repair or replacement and returning the replacement or repaired products and/or parts to Buyer.
- Any labor costs incurred beyond the applicable labor warranty period.
- Damage or product failure from causes external to the product or part(s) including, without limitation, power or electric failure or surges, electrical wiring not in compliance with electrical codes, or specifications set forth in the user manual containing this limited product warranty.
- Damage caused by failure to provide reasonable and necessary maintenance as outlined in the user manual.
- Damage caused by the use, misuse, negligence, loss, or abuse of the product or any parts by Buyer, including without limitation any third-party beneficiaries, end user, caregivers, patients, or any others that Buyer intends to use the product, except Sizewise Manufacturing or an authorized Sizewise Manufacturing service provider, including, without limitation:
  - exceeding any specified weight limitations in any product documentation such as the user manual and, including without limitation as applicable to the product, the Safe Working Load, Maximum Patient Weight, and/or Maximum Load as those terms are defined in the product documentation, user manual and by applicable regulations,
  - to the extent the product specifies a minimum load/weight criteria including without limitation a Minimum Patient Weight in order for it to function property, then any use not in compliance therewith.
  - cleaning upholstery or fabrics with harsh chemicals, or bleach, outside the recommended cleaning guidelines,
  - altering, tampering with, or modifying in any manner without the express written consent of Sizewise Manufacturing any part(s) or structural components or appurtenances of the products,
  - use of the product or part(s) in any manner for which it is not designed or in any manner inconsistent with the information set forth in the user manual, including, without limitation, use with other devices, accessories, cables or ancillary products including without limitation inappropriate replacement parts and/or repairs, for which it was not intended.

- Exposure of the product or part(s) to accident, acts of God, or natural causes (such as natural disasters, fire, flood, wind, water or power failures, or any acts or threats of terrorism, both domestic and foreign) whether foreseen or unforeseen.
- Operation of the product beyond its normal useful life.
- Buyer's failure to show proof of purchase.
- Products or items not manufactured by Sizewise Manufacturing. Rather, for products or items
  obtained by Sizewise Manufacturing from an original manufacturer or third-party supplier, Sizewise
  Manufacturing may assign to the Buyer any warranty rights in such products or items that Sizewise
  Manufacturing may have from the original manufacturer or third-party supplier to the extent such
  assignment is allowed by the original manufacturer or third-party supplier.

#### **Disclaimer and Release**

The warranties provided herein are the exclusive warranties given for the product and supersede any prior, contrary, or additional representations or warranties, whether oral or written. TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS LIMITED PRODUCT WARRANTY AND TO THE EXTENT NOT PROHIBITED BY LAW, SIZEWISE MANUFACTURING DISCLAIMS ANY AND ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED WARRANTIES, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OPERATION OF LAW, OR OTHERWISE WITH RESPECT TO ANY PRODUCT, SERVICES, PARTS INCLUDING REPAIRED OR REPLACED PRODUCTS AND PARTS ARE HEREBY DISCLAIMED AND EXCLUDED . SIZEWISE MANUFACTURING ALSO HEREBY DISCLAIMS AND EXCLUDES ALL OTHER OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY PRODUCT OR PART(S), INCLUDING BUT NOT LIMITED TO: (A) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SIZEWISE MANUFACTURING INCLUDING ITS PARENT, SUBSIDIARY OR AFFILIATE COMPANIES, EMPLOYEES, AGENTS, PARTNERS, AUTHORIZED DEALERS, OTHER REPRESENTATIVES AND/OR ITS SUPPLIERS (WHETHER ACTIVE, PASSIVE, OR IMPUTED); AND (B) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PRODUCT OR PART(S). This disclaimer and release shall apply even if the express warranty set forth above fails of its essential purpose. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMEER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, SIZEWISE MANUFACTURING LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

#### **Exclusive Remedies**

For any product described above that Sizewise Manufacturing determines to have failed to conform to this limited warranty, Sizewise Manufacturing will provide, at its option, one of the following:

- (1) Repair.
- (2) Replacement; or
- (3) Refund of the purchase price.

Sizewise Manufacturing Limited Product Warranty service may be obtained by contacting Sizewise Manufacturing or the authorized dealer from whom Buyer purchased the item. Sizewise Manufacturing compensates only Sizewise Manufacturing-authorized service providers for warranty trips within their normal service area to repair commercial products at the customer's location.

THESE SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF THE BUYER FOR ANY BREACH OF WARRANTY.

### **EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES**

SIZEWISE MANUFACTURING, INCLUDING ITS PARENT, SUBSIDIARY OR AFFILIATE COMPANIES, EMPLOYEES, AGENTS, PARTNERS, AUTHORIZED DEALERS, OTHER REPRESENTATIVES AND/OR ITS SUPPLIERS SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT, OR ANY OTHER LEGAL THEORY (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR DAMAGE TO THE PRODUCT INCLUDING PART(S), PROPERTY DAMAGE, DEATH, PERSONAL INJURY, LOSS OF USE, GOODWILL, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCT, ADDITIONAL COSTS INCURRED BY BUYER (BY WAY OF CORRECTION OR OTHERWISE), OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, WHETHER RESULTING FROM NONDELIVERY, USE, MISUSE, OR INABILITY TO USE THE PRODUCT, SERVICES OR PART(S). This exclusion applies even if the above warranty fails of its essential purposes and regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory. ANY LIABILITY ON THE PART OF SIZEWISE MANUFACTURING INCLUDING ITS PARENT, SUBSIDIARY OR AFFILIATE COMPANIES, EMPLOYEES, AGENTS, PARTNERS, AUTHORIZED DEALERS. OTHER REPRESENTATIVES SHALL under no circumstance exceed THE AMOUNT PAID BY BUYER FOR THE RELEVANT defective PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION ON SUCH MAY NOT APPLY to you.

### **EXTENDED WARRANTY**

If the product covered under the Limited Product Warranty set forth herein had from Sizewise Manufacturing an extended warranty option made available only at the time of the Buyer's original purchase from Sizewise Manufacturing, Buyers who then also purchased such extended warranty, and have proof of such purchase, may extend the warranty period stated above in the Limited Product Warranty on parts, electronics, frame, and labor relating to parts, electronics, and frame repairs, as applicable, for an additional one (1) or two (2) years, whichever extension is purchased by Buyer ("extended warranty period"). Other than the extension on the warranty period, all other terms of the limited product warranty including without limitation the conditions and restrictions, exclusions and limitations, disclaimer and release, and exclusion of consequential and incidental damages of the original limited product warranty is not available where the original warranty period is less than one (1) year, and an extended warranty may only be purchased by Buyer at the time of the original purchase of the product from Sizewise Manufacturing.

To make a warranty claim, contact: RAYE'S, INC. DBA SIZEWISE MANUFACTURING PO BOX 320 ELLIS, KS 67637 800-814-9389 Monday through Friday 8am-5pm local time

Complete this portion and keep for your records.

Purchased From: \_\_\_\_\_\_

Product/model: \_\_\_\_\_

Serial number: \_\_\_\_\_\_

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