

Attachment 3
Badge Products Limited Warranty (“Limited Warranty”)
Territory: Canada

1. Standard Warranty.

a. Standard Warranty. Vocera warrants that the wireless communication badges, smartbadges, sync badges, telephones, batteries and battery chargers sold by Vocera (“Devices”) conform substantially to the specific applicable materials listed under “Documentation” at <https://smartcare.stryker.com> and are free from defects in materials and workmanship for one (1) year from shipment to the original end user who purchases the Devices (“End User”). Vocera further warrants that clips, lanyards and other such accessories sold by Vocera for use with the Devices (“Accessories” and, together with Devices, “Hardware”) are free from defects in materials and workmanship for three (3) months from shipment to the End User. This Limited Warranty applies only to the End User. The End User must provide written notice to Vocera that any Hardware is not as warranted no later than ten (10) business days following expiration of the applicable warranty period, or the right to assert such claim will be deemed waived. As the sole and exclusive remedy, at its option and to the extent permitted by law, Vocera will at no charge either: (1) repair or replace the Hardware with functionally equivalent new, previously opened, or refurbished parts and replacements or (2) refund the net price paid to Vocera for the original Hardware. The repaired or replacement Hardware is warranted for the remaining warranty term of the original Hardware. The obligations hereunder are conditioned upon the End User obtaining a Return Materials Authorization (RMA) and returning the defective Hardware in accordance with Section 4 (Return Materials Authorization) below. The replacement Hardware becomes the property of the End User and the Hardware replaced becomes the property of Vocera.

b. Optional Extensions of Standard Warranty. End User may purchase optional warranty extensions for the Standard Warranty for Devices as offered by Vocera from time to time, but only if End User purchases such warranty extension at the same time as End User purchases the Device. Upon such purchase, End User’s Standard Warranty as set forth in Section 1(a) above shall extend for the applicable time increment beyond the initial one year warranty term for such Devices as described in the Standard Warranty above.

c. Standard Warranty Exclusions. The Standard Warranty does not apply and is void with respect to: (a) cosmetic damage, (b) product that has been improperly installed or maintained, (c) costs of any installation or deinstallation, (d) Hardware not manufactured or supplied by Vocera, (e) failures or defects caused by misuse, abuse, accidents, physical damage, abnormal operation, improper handling and storage, neglect, exposure to fire, fluids, biological waste, hazardous materials, use of chemicals outside of Vocera’s equipment cleaning guidelines, excessive moisture or dampness, extreme changes in climate or temperature, spills of food or liquids, or alterations, (f) problems caused by the End User network (e.g., connectivity, coverage or other signal reception problems), (g) floods, (h) acts of God, (i) riots, (j) Hardware from which warranty stickers, electronic serial numbers and/or serial labels have been removed, altered or rendered illegible, (k) Hardware operated outside published environmental parameters, (l) performance of Hardware in combination with other items not manufactured or supplied by Vocera (unless designated by Vocera as compatible with Vocera Devices), (m) any Hardware which has been opened, repaired, modified or altered by anyone other than Vocera or a Vocera authorized service center, (n) engraving; (o) Accessories and materials subject to normal wear and tear, or (p) other circumstances beyond the reasonable control of Vocera.

2. Disclaimer.

EXCEPT FOR THE EXPRESS WARRANTIES ABOVE, AS APPLICABLE, ALL EXPRESS, IMPLIED OR STATUTORY TERMS, CONDITIONS, REPRESENTATIONS, AND WARRANTIES (INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES AND CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE), OR OF ERROR-FREE OR UNINTERRUPTED USE ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. THIS LIMITED WARRANTY IS PROVIDED ON THE BASIS THAT THE END USER IS PURCHASING THE HARDWARE FOR THE PURPOSES OF A BUSINESS, AND NOT FOR HOUSEHOLD OR CONSUMER USE. VOCERA’S RESELLERS HAVE NO AUTHORITY TO MAKE ANY REPRESENTATIONS OR COMMITMENTS ON BEHALF OF VOCERA OR TO MODIFY, IN ANY RESPECT, THIS LIMITED WARRANTY, ANY OF ITS PROVISIONS OR ANY RIGHTS HEREUNDER. IF ANY CONDITION OR WARRANTY IMPLIED BY LAW IN RELATION TO THE SALE OR SUPPLY OF GOODS WHICH CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED OR CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT IS BREACHED THEN, TO THE EXTENT PERMITTED BY LAW, END USER’S REMEDY IN RESPECT OF SUCH CONDITION OR WARRANTY IS LIMITED, AT VOCERA’S OPTION, TO THE SOLE AND EXCLUSIVE REMEDY STATED IN THE APPLICABLE WARRANTY CLAUSE ABOVE.

3. Return Material Authorization (RMA).

a. End Users supported by a Reseller should contact the Reseller directly for instructions.

b. End Users supported directly by Vocera should request a Return Material Authorization (RMA) number by logging into the Technical Support Portal at: <https://smartcare.stryker.com> and opening an RMA case. Alternatively, End Users may open a RMA case by calling Technical Support using the contact information posted at <https://vocera.stryker.com/s/contact-support-information>. Upon authorization of the return, the End User will be provided with an RMA number which will be valid for thirty (30) days from the date of issuance. Full instructions, including diagnostic criteria and information regarding eligible warranty returns, are available on the Vocera Technical Support Portal. Assistance in using the Vocera Technical Support Portal may be obtained by sending an email to smartcaresupport@stryker.com.

c. Once an RMA number is issued, End User must properly package the equipment being returned and label the outside of the package with the assigned RMA number. End User will be provided with a shipping address when an RMA is authorized. End User is responsible for shipping charges (including shipping insurance) to return products to Vocera. Vocera is responsible for shipping charges to return to End User any products repaired or replaced in accordance with the applicable warranty (including Customer Care provisions, if applicable). Repaired or replace Vocera badges will be in reset to a default state of the then-current Vocera firmware release for the badge. Product returned to Vocera without an active RMA number, or product which does not match the RMA case details or does not qualify for warranty support may be returned to the End User by Vocera as is and without repair.

4. Updates.

If Vocera hereafter posts any new or modified version of this Limited Warranty, such new or modified version will apply to products ordered subsequent to the date of such posting.