



9. WARRANTY

Solely for the benefit of the original buyer, ZEVEX INCORPORATED ("ZEVEX"), warrants all new EnteraLite* Infinity* products of its manufacture to be free from defects in material and workmanship, and will replace or repair, F.O.B., at its factory in Salt Lake City, Utah, or other location designated by ZEVEX, any EnteraLite* Infinity* products returned to it within twenty-four (24) months of original purchase by the buyer. Such repair or replacement shall be free of charge.

ZEVEX warrants to the original buyer, all repaired or replaced products to be free from defects in material and workmanship and will replace or repair such products F.O.B., at its factory in Salt Lake City, Utah, or other location designated by ZEVEX. Such repair or replacement shall carry a warranty of ninety (90) days from the date of repair or replacement or the balance of the new product warranty as described above, whichever is greater.

This Warranty applies to all EnteraLite® Infinity™ products manufactured by ZEVEX and is the ONLY WARRANTY GIVEN FOR THE SALE OF PRODUCTS OR SERVICES. NO WARRANTIES IMPLIED IN LAW, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, SHALL APPLY. ZEVEX WILL BE LIABLE, IN ANY EVENT, ONLY FOR THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT, BUT NOT FOR ANY CONSEQUENTIAL DAMAGES.

This Warranty may not be modified, amended or otherwise changed, except by a written document properly executed by a corporate officer of ZEVEX.

ZEVEX, Inc. voids the warranty if the EnteraLite® Infinity™ pump is opened or tampered with in any way without prior authorization from ZEVEX, Inc.