

Attachment 3
Badge Products Limited Warranty (“Limited Warranty”)
(Revision H)
Territory: Australia

1. Standard Warranty.

a. Standard Warranty. Vocera warrants that the wireless communication badges, smartbadges, telephones, batteries and battery chargers sold by Vocera (“Devices”) conform substantially to the specific applicable materials listed under “Documentation” at <https://www.stryker.com/us/en/acute-care/vocera/legal.html> and are free from defects in materials and workmanship for one 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 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 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 Material Authorization (RMA) and returning the defective Hardware in accordance with Section 4 (Return Material 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. To the full extent permitted by law, and subject always to the Disclaimer section below, 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. Customer Care Warranty Option for B3000 and B3000n Badges Only.

a. Option to Add Customer Care Warranty. In addition to the Standard Warranty provided above, Vocera offers an optional Customer Care Warranty coverage solely for B3000 and B3000n badges (“B3 Badges”) which are accidentally damaged in normal use (“Accidental Damage”). The Customer Care Warranty option may only be purchased for the same duration as the Standard Warranty for such badge (e.g. End User may only purchase a two year Customer Care Warranty extension if End User has purchased a two year Standard Warranty Extension).

b. B3 Customer Care Warranty Coverage. Under the B3 Customer Care Warranty, Vocera shall either repair or replace each B3 Badge that has Accidental Damage where, as a result of such Accidental Damage, the B3 Badge no longer conforms substantially to the applicable Documentation. If Vocera determines replacement of the badge is necessary, the replacement badge shall consist of a functionally equivalent and new or refurbished B3 Badge. The repaired or replacement badge is warranted under the Customer Care Warranty for the remaining warranty term of the original badge. This Customer Care Warranty applies only to the End User. The End User must provide written notice to Vocera that it plans to return any B3 Badge covered under this Customer Care Warranty no later than 10 days following expiration of the applicable warranty period, or the right to assert such claim will be deemed waived. The obligations hereunder are conditioned upon the End User obtaining a Return Materials Authorization (RMA) and returning the defective or damaged B3 Badge in accordance with the Vocera Badge Products RMA policy detailed below. The foregoing states End User's sole and exclusive remedy for under the B3 Customer Care Warranty.

c. B3 Customer Care Warranty Exclusions. To the full extent permitted by law, and subject always to the Disclaimer section below, the Customer Care Warranty does not apply and is void with respect to: (a) any damage caused by intentional abuse, exposure to fire, biological waste, hazardous materials, use of chemicals outside of Vocera's equipment cleaning guidelines or acts of God; (b) cosmetic imperfections of the external components that do not affect functionality or operation of the badge; (c) costs of any installation or deinstallation of the badge; (d) badges from which warranty stickers, electronic serial numbers and/or serial labels have been removed, altered or rendered illegible; (e) badges operated outside published environmental parameters; (f) nonfunctional performance of badges which occurs when the badge is used in combination with other items not manufactured or supplied by Vocera (unless designated by Vocera as compatible with B3 Badges); (g) B3 Badges which has been opened, repaired, modified or altered by anyone other than Vocera or a Vocera authorized service center, (h) engraving; or (i) batteries, battery charges, Accessories or any other hardware not manufacture or supplied by Vocera. Vocera reserves the right to refuse to repair or replace any badge which Vocera reasonably believes is not covered by the Customer Care Warranty, and in such event will notify End User and provide End User with the option to either have Vocera return the badge to End User at End User's expense or dispose of the badge.

d. Excessive Returns. If the total number of B3 Badges returned by End User exceeds 25% of the total number of B3 Badges for which End User has purchased Customer Care Warranty coverage ("Return Limit"), then Vocera reserves the right to charge End User \$120 for each returned badge that is in excess of the Return Limit. By way of clarification, the Return Limit does not apply to products covered by the Standard Warranty set forth in Section 1 above.

3. Disclaimer.

a. SUBJECT TO THE REQUIREMENTS IMPOSED BY THE AUSTRALIAN CONSUMER LAW, AS DETAILED BELOW, 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 MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) 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 STATUTORY PROTECTION IMPOSED 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 STATUTORY

PROTECTION IS LIMITED, AT VOCERA'S OPTION, TO THE SOLE AND EXCLUSIVE REMEDY STATED IN THE APPLICABLE WARRANTY CLAUSE ABOVE.

b. Application of Australian Consumer Law. Vocera's supplies are not of a kind ordinarily acquired for personal, domestic or household use or consumption. Despite this, if the End User acquires supplies deemed to be consumer goods or services under the Australian Consumer Law, Section 3.c applies to those supplies to the extent Vocera's liability is not otherwise validly limited or excluded under these terms. Any benefits given to End User in these terms relating to repair, replacement, providing again, rectifying or providing compensation in connection with those supplies are in addition to End User's other statutory protections and remedies.

c. Warranty Against Defects Arising under Australian Consumer Law. Vocera's goods come with guarantees that cannot be excluded under the Australian Consumer Law. End User is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. End User is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

4. 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://www.stryker.com/us/en/acute-care/vocera/support.html> and opening an RMA case. Alternatively, End Users may open a RMA case by calling Technical Support using the contact information posted at <https://www.stryker.com/us/en/acute-care/vocera/support.html>. 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 VCsupport@stryker.com.

c. Once an RMA number is issued, please 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.

5. 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.