

LIMITED WARRANTY FOR PULSEVET® PRODUCTS

Limited Warranty

Zomedica Inc. and its affiliates (“Zomedica”) warrants that, for a period of twelve months after the delivery date (the “Warranty Period”), the PulseVet equipment (the “Equipment”) will be free of defects in materials and workmanship and will function in substantial conformity with Zomedica’s specifications.

Who is Covered

The Purchaser of the Equipment (“Buyer”)

What is not Covered

This warranty shall not apply to (and Zomedica shall have no obligation with respect to) any alleged defect to the extent of: (i) any alteration, addition, attachment to, or modification of the Equipment not authorized in advance in writing by Zomedica that interferes with normal and satisfactory operation or maintenance; (ii) noncompliance with instructions for use or environmental specifications for the Equipment; (iii) use of any accessories to the Equipment not manufactured or authorized by Zomedica; (iv) repair or maintenance of the Equipment by any party not authorized in advance in writing by Zomedica; (v) neglect, misuse, accidents, failure of electrical power, air conditioning, humidity control, or other acts or conditions not within the reasonable control of Zomedica; (vi) any defect in connection with which Buyer fails to notify Zomedica in writing of the defect within 30 days of the date the defect was or should have been discovered.

Disclaimer

OTHER THAN AS EXPRESSLY SET FORTH ABOVE, ZOMEDICA HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, IN CONNECTION WITH THIS AGREEMENT AND THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING SENTENCE, ZOMEDICA SPECIFICALLY MAKES NO GUARANTEES REGARDING THE EFFICACY OF VETERINARY TREATMENT WITH THE EQUIPMENT.

What Zomedica Will Do

In the event of a confirmed warranty failure, Zomedica shall repair or replace, at its election, the nonconforming Equipment. To obtain warranty coverage, Buyer must notify Zomedica in writing of the defect within the Warranty Period and request service. If Zomedica determines that the Equipment is defective, Zomedica shall repair or replace the Equipment and return same to Buyer at Zomedica’s cost. In such event, the Warranty Period shall be extended by the period of time required to repair or replace the Equipment. BUYER AGREES THAT THE RIGHTS AND REMEDIES SET FORTH HEREIN CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO BUYER OR ANY OTHER PARTY AGAINST ZOMEDICA IN CONNECTION WITH THE EQUIPMENT. IF MONETARY DAMAGES ARE IMPOSED ON ZOMEDICA DESPITE THE LIMITATION CONTAINED IN THE PRECEDING SENTENCE, BUYER AGREES THAT UNDER NO CIRCUMSTANCES SHALL ZOMEDICA’S LIABILITY TO BUYER OR ANY OTHER PARTY EXCEED THE PURCHASE PRICE FOR THE EQUIPMENT. IN NO EVENT SHALL ZOMEDICA BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, PUNITIVE DAMAGES HOWEVER INCURRED, OR OTHER

SIMILAR LIABILITIES, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ZOMEDICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.