**5.1 Disposable Products:** Philips warrants that at the time of shipment, Disposable Products will: (i) comply with the U.S. Federal Food, Drug and Cosmetic Act, if applicable; (ii) have been manufactured, packaged, and stored in compliance with applicable laws, governmental regulations and good manufacturing practices (“GMP”); (iii) be free from defects in material and workmanship when used by the stated “Use By” or “Expiration” date and when package is unopened and undamaged immediately before use. Customer’s sole remedy under this warranty is, at Philips’ option and expense, the replacement of Product or credit of the purchase price. Philips’ obligation under this limited warranty is subject to Customer’s compliance with Philips’ then-current Return Material Authorization procedures. The foregoing warranty does not apply to products that are or have been: (i) expired; (ii) repaired, altered, modified or reprocessed except by or under the authorization of Philips, (iii) not used or stored in accordance with the instructions for use supplied by Philips; or (iv) subjected to misuse, negligence or to an accident. EXCEPT FOR THE ABOVE LIMITED WARRANTY, PHILIPS MAKES NO, AND EXPRESSLY DISCLAIMS, ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ITS DISPOSABLE PRODUCTS, INCLUDING WITHOUT LIMITATION NON-INFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. EXCEPT FOR THE ABOVE LIMITED WARRANTY, PHILIPS DOES NOT WARRANT THAT PHILIPS’ DISPOSABLE PRODUCTS WILL MEET CUSTOMER’S REQUIREMENTS. THIS LIMITED WARRANTY EXTENDS ONLY TO CUSTOMER.