

Image Diagnostics, Inc.
Aspect Imaging Tables Official Product Warranty for USA & Canada

1. **Scope and Duration of Warranty:** Image Diagnostics, Inc. (IDI) warrants, to the original Purchaser only, that the Covered Products conform to the manufacturer's published specifications and are free from defects in material or workmanship. The warranty period will commence on the date of delivery. The duration of the warranty ("Warranty Period") is 36 months on parts and 12 months on labor, except for casters, batteries, power cords and electrical cords for hand and/or foot controls, which have a warranty period of 12 months for both parts and labor¹. If Purchaser discovers within this Warranty Period a failure of the Covered Products to conform to specifications or a defect in material or workmanship, Purchaser must promptly notify IDI by calling IDI Customer Service at **877-304-5434** during normal business hours: Monday through Friday, 7:30 a.m. through 4:30 p.m., Eastern Time, excluding holidays. IDI's warranty obligations will apply only to such notifications made during the warranty period and will not apply to notifications made after warranty expiration.

2. **Exclusive Product Warranty Remedies:** If Purchaser promptly notifies IDI of Purchaser's warranty claim and makes the Covered Product available for service, IDI will, at IDI's option, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Covered Product or parts of the Covered Product. Replaced parts will become the property of IDI. The warranty period for any Covered Product furnished to the customer as a warranty remedy will be the remaining portion of the warranty period applicable to the repaired or replaced Covered Product. All warranty service will be performed by an IDI's authorized service representatives. During normal business hours, Warranty service will be performed without charge. If Purchaser requests warranty service, the service visit will be scheduled at a mutually acceptable time. If Purchaser refuses to make the Product available for service upon arrival of the IDI service representative, the Purchaser will be responsible for payment of service travel time and expenses and all time on site that the service representative is required to wait for access to the Product, whether or not the service is completed. These charges will be billed at IDI's prevailing service rates. If Purchaser requests Warranty service outside of normal business hours it will be provided at IDI's prevailing "after-hours" service rates and will be subject to availability of service personnel.

3. **What Is Not Covered By This Warranty:** IDI does not warrant (i) any Product or part not sold by IDI or its authorized representatives, (ii) defects caused by failure to provide a suitable installation environment for the Covered Product, (iii) damage caused by use of the Covered Product for purposes other than those for which it was designed, (iv) damage caused by disasters such as fire, flood, wind, earthquake, lightning or other natural disasters, (v) damage caused by unauthorized attachments or modification, (vi) abuse or misuse by the Purchaser or its personnel, or (vii) other causes beyond IDI's control. Product damage or failures not covered by this warranty may include, but are not limited to, failure to adhere to instructions provided in the Product Operator Instructions.

4. **Products not Covered by This Warranty:** The warranties set forth herein do not cover the following Products: (i) consumable items, including but not limited to drapes, (ii) used or refurbished equipment, (iii) Products serviced by anyone other than IDI or its authorized representatives during the Warranty Period.

5. **Disclaimer of Warranty:** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. **Limitation of Remedies:** In no case shall IDI or its affiliates and representatives be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the Covered Products or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime, the claims of third parties including customers and injury to property. This limitation does not apply to

¹ Certain parts subject to frequent wear and tear and misuse are limited to 12 months warranty as defined in Article 1 above.

damages caused by breach of the warranty of title and patent or copyright infringement or to claims for personal injury.

7. No Other Warranties: Unless modified in writing and signed by both parties, this Warranty is understood to be the complete and exclusive product warranty agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Warranty. Except for an authorized IDI corporate officer, no IDI employee or IDI representative or any other party is authorized to make any warranty in addition to those made in this Agreement.

8. Warranty Terms Subject to Change: IDI reserves the right to modify the terms and conditions of its Official Warranty from time to time. The warranty terms and conditions, and IDI's obligations under such, will be determined based on the prevailing version of IDI's Official Warranty in effect at the date of purchase order.