



WARRANTY TERMS

LIMITED WARRANTY ON NEOSCAN™ 1000

Customer will not be eligible to make a claim under this Limited Warranty without first contacting and cooperating with Neoss Inc. and its affiliates Customer Support Service to resolve potential user-errors or malfunctions. Customer shall fully cooperate with Customer Support Service in troubleshooting, reviewing, and resolving such matters prior to making a claim under this Limited Warranty and such cooperation includes, but is not limited to, providing Neoss access to any equipment, hardware, software, or similar that is related or involves the use of the NeoScan 1000 device. Customer understands that the purpose of such access is to assist in troubleshooting and will not be used by Neoss for any misuse. Customer's refusal to cooperate or comply with Neoss Customer Support Service may result in Neoss denying Customer's claim under this Limited Warranty.

ALL OTHER GUARANTEES, EXPRESSED OR IMPLIED ARE DISCLAIMED. EXCEPT FOR THE WARRANTY SET FORTH HEREIN, NEOSS NOR ANY OF ITS AFFILIATES, SUBSIDIARIES, OR AGENTS MAKE NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

THE PERIOD OF THIS WARRANTY COMMENCES FROM THE DATE OF INSTALLATION OF THE PRODUCT FOR A SUBSEQUENT TWELVE (12) MONTHS (RESPECTIVELY, "WARRANTY PERIOD"). IN THE EVENT THE DATE OF INSTALLATION CANNOT BE DETERMINED OR PROVEN, THE WARRANTY PERIOD SHALL COMMENCE FROM THE DATE OF INVOICE AS DETERMINED BY THE COMPANY.

NEOSS WARRANTS THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM MANUFACTURING DEFECTS IN MATERIALS AND WORKMANSHIP WHEN THE PRODUCT IS CORRECTLY USED AND MAINTAINED AS RECOMMENDED IN THE USER MANUAL PROVIDED WITH THE PRODUCT.

NEOSS' RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED SOLELY TO REPAIR OR REPLACEMENT OF THE DEFECTIVE PART AS DESCRIBED BELOW IN THIS LIMITED WARRANTY STATEMENT.



WARRANTY POLICY

WHO MAY USE THIS WARRANTY?

Neoss Inc. and its affiliates extend this limited warranty only to the customer who originally purchased the product ("you"). It does not extend to any subsequent owner or other transferee of the product.

WHAT DOES THIS WARRANTY COVER?

This limited warranty covers manufacturing defects in materials and workmanship of the NeoScan 1000 (the "**product**") for the Warranty Period as defined below.

WHAT DOES THIS WARRANTY NOT COVER?

This Limited Warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as accidents, abuse, negligence, or other actions or events beyond our reasonable control.

Additionally, we are not responsible for any consequences resulting from the aforementioned damage/misuse of the product that may result, including, but not limited to bodily harm, loss of production, data loss, financial loss, or any other direct, incidental, or consequential damage. Consumables, software, and labor are expressly excluded from this limited warranty.

WHAT IS THE PERIOD OF COVERAGE?

The period of this warranty commences from the date of installation of the product for a subsequent twelve (12) months (respectively, the "Warranty Period"). In the event the date of installation cannot be determined or proven, the Warranty Period shall commence from the date of invoice as determined by the company.

The Warranty Period is not extended if Neoss repairs or replaces the product. Neoss may change the availability of this limited warranty at its discretion, but any changes will not be retroactive. Warranty extensions are available for purchase. All warranty extensions must be purchased within the original Warranty Period.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

With respect to any defective product during the Warranty Period, we will, in our sole discretion, repair or replace such product (or the defective part) free of charge. We will also pay for shipping and handling fees to return the repaired or replacement product to you if we elect to repair or replace the defective product.

HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, you must first contact NeoScan™ support helpdesk who will guide you, if the warranty is upheld during the Warranty Period a Defective Merchandise Authorization ("**DMA**") number will be issued. No warranty service will be provided without a DMA number.



LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.