



## Product Warranty Information

### **Section 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 coverage period commences upon shipment from IDI's facilities and is product specific. Warranty periods are as defined in Table 1 - Warranty Matrix on page 3. 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 **978-829-0009** during normal business hours: Monday through Friday, 8:00 a.m. through 5:00 p.m., Eastern Standard 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. Use of any Product by Purchaser or any of its agents or employees for any purpose (other than to determine that it meets specifications) after delivery thereof, shall constitute acceptance of the Product by the Purchaser.

### **Section 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, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Covered Product or parts of the Covered Product. Factory telephone technical support is provided at no charge and customer is required to contact IDI for technical support prior to requesting service or replacement of non-conforming product or component. IDI retains the exclusive right to determine if a product can be repaired on customer premises and may request customer return of defective product or component to IDI for factory service through a Return Material Authorization number and specific instructions. IDI, or its representatives, further retain the exclusive right to determine and/or refuse warranty coverage if the warranty claim is the product of any of the conditions detailed in Section 3 - What Is Not Covered by This Warranty.

Returned product or components will become the property of IDI. Unless instructed otherwise by IDI, failure to return non-conforming product or components within 30 days of receiving warranty services, replacement products or components, constitutes an authorization to bill the claimant for any and all services, shipping, products, and/or components provided by 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 authorized service

representative. 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 and the agreed upon service window, 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 identified in Table 2 – Service Rates on page 3. 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.

### **Section 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.

### **Section 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 (unless stated otherwise in writing by an authorized IDI representative), (iii) Products serviced by anyone other than IDI or its authorized representatives during the Warranty Period.

### **Section 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.

### **Section 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 damages caused by breach of the warranty of title and patent or copyright infringement or to claims for personal injury. <sup>1</sup>Certain parts subject to frequent wear and tear and misuse are limited to 12 months warranty as defined in Table 1 - Warranty Matrix on page 3.

**Section 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.

**Section 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.

*Table 1 – Warranty Matrix*

Product	USA & Canada		International		Exclusions
	Parts (Months)	Labor (Months)	Parts (Months)	Labor (Months)	
100-4T, ISR, 100-4 and ISO-Drive Tables	36+1	36+1	36+1	No	Yes <sup>1</sup>
100RTL, 100RT, 100T, 100E, 100UC Plus and 100US Tables	36+1	12+1	36+1	No	Yes <sup>1</sup>
ilex® and MDS	24+1	24+1	24+1	No	Yes <sup>1</sup>
Video Integration other than ilex® or MDS	12+1	No	12+1	No	Yes <sup>1</sup>
SKilex	12+1	No	12+1	No	Yes <sup>1</sup>
SIMEON Medical® Lights	12	12	N/A	N/A	Yes <sup>2</sup>
Protego™ Radiation Shield System	12	12	N/A	N/A	No
Aspect 360	12+1	12+1	N/A	N/A	Yes <sup>1</sup>
Smarter Practico	12+1	12+1	N/A	N/A	Yes <sup>1</sup>
Accessories	12	No	12	No	No

<sup>1</sup> Components subject to frequent wear and tear and misuse are limited to 12 months parts warranty only, these parts include, but are not expressly limited to, table pads, casters, batteries, external video cabling, power cords and electrical cords for hand and/or foot controls.

<sup>2</sup> SimPod components have a 10-year parts warranty

*Table 2 –Service Rates<sup>3</sup>*

Type	Hourly Rate (USD)	Mileage Charge (USD)
Standard Rate	\$195 Per Hour	\$0.65 Per Mile
After Hours Rate	\$278 Per Hour	\$0.65 Per Mile

<sup>3</sup> Rates subject to change without prior notification. Contact IDI for current rates.

### **Section 9 - Return of Product:**

Unused product in its original packaging and free from damage may be returned for a 15% percent restocking fee and any applicable freight or shipping costs. Any product which has been used, not in its original packaging, damaged after product acceptance, or damaged in use, may, between agreement of IDI and Purchaser or its authorized agents, be returned for no less than 30% percent restocking fee or greater and any applicable freight or shipping costs.

### **Section 10 – Government Warranty:**

In addition to our commercial warranty we accept the government clauses 52.212-4 (o) and (p).

#### **52.212-4 (o)**

**Warranty:** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. In the event that the terms of the contractor's standard commercial warranty conflict with the warranty terms contained in this clause, the terms of this clause will govern this contract, unless some other resolution is specified in the award document.

#### **52.212-4 (p)**

**Limitation of liability:** Except as otherwise provided by an express warranty, the contractor will not be liable to the Government in a breach of warranty action for consequential damages resulting from any defect or deficiencies in accepted items. In the event that the terms of the contractor's standard commercial warranty/limitation of liability clause(s) place greater limits on the contractor's liability than do the terms contained in this clause, the terms of this clause will govern the contract.