

## IDI Product Warranty

Section 1 - Scope and Duration of Warranty: Image Diagnostics, Inc. (IDI) warrants, to the original Customer 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. If Customer discovers within this Warranty Period a failure of the Covered Products to conform to specifications or a defect in material or workmanship, Customer 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 or emailing at [techsupport@imagediagnostics.com](mailto:techsupport@imagediagnostics.com). Please have the product serial number information available when calling IDI technical support. 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 Customer 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 Customer.

### Section 2 - Exclusive Product Warranty Remedies:

If Customer promptly notifies IDI of Customer'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. IDI's customer service staff will attempt to correct any minor issues that may be causing the problem over the telephone. If a telephone consultation is insufficient to solve the problem, IDI will arrange repair of any product defects. Factory telephone technical support is provided at no charge and the 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 14 days of receiving warranty services, replacement products or components, constitutes an authorization to bill the claimant for 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 Customer requests warranty service, the service visit will be scheduled at a mutually acceptable time. If the customer fails to make the product available for service upon arrival of the field service engineer during the agreed upon service window, the customer will be responsible

for the service time accumulated while the field service engineer waits for access (billed at prevailing rates – standard and overtime identified in Table 2 – Service Rates). If the customer fails to provide access to the product that service was requested for and the service call cannot be completed, the customer will still be responsible for both travel expenses and service time for the field service engineer.

### 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 Customer or its personnel, (vii) any product with a defaced, modified or removed serial number, (viii) product with damage, deterioration or malfunction resulting from causes external to the product, such as electric power fluctuations or failure or the use of supplies or parts not meeting Image Diagnostics Inc's specifications, (ix) the expenses of product removal, installation, and freight from customer site, set-up service charges, or facility construction, or (x) 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

EXCEPT AS SET FORTH HEREIN AND IN THE LIMITED WARRANTY INCLUDED IN SELLER'S STANDARD PRODUCT LITERATURE, IF APPLICABLE, SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OTHER THAN AS STATED ABOVE THE LIMITED WARRANTY SET FORTH IN THIS SECTION, COMBINED WITH THE LIMITED WARRANTIES CONTAINED IN SELLER'S STANDARD PRODUCT LITERATURE, IF APPLICABLE, SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER AND SHALL ESTABLISH THE SOLE AND EXCLUSIVE LIABILITY OF SELLER, ITS SUCCESSORS OR ASSIGNS IN CONNECTION WITH THE PRODUCT. IN NO EVENT WILL SELLER BE LIABLE TO CUSTOMER FOR ANY DAMAGES, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ANY CLAIM BY ANY OTHER PARTY. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR OF LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY OR THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

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 damage 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. Certain parts subject to frequent wear and tear and misuse are limited to 12 months warranty as defined in Table 1 - Warranty Matrix.\*

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 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*
100UC, 100US, 100RTL, 100RT, 100T, 100E	36+1	12+1	36+1	N/A	Yes*
Smarter Practico Table Packages	24+1	24+1	N/A	N/A	Yes*
Aspect 360 Table Packages	12+1	12+1	N/A	N/A	Yes*
ilex® and MDS	24+1	24+1	24+1	No	Yes*
ilex D, Compass Flex, Monitor Cart, Utility Cart	12+1	No	12+1	No	Yes*
SKilex	12+1	No	12+1	No	Yes*
<b>Protego® Radiation Shield System</b>	24	24***	N/A	N/A	No
Accessories	12	No	12	No	No

\* Components subject to frequent wear and tear are limited to 12 months parts warranty only, these parts include but are not limited to table pads, casters, device controls, batteries, external video cabling, power cords and electrical cords for hand controls.

\*\* For orders where a 100-4T is sold as part of a package under part number A100-3485, warranty is reduced to 12+1 for both parts and labor. Additional years of coverage can be ordered at time of purchase.

\*\*\* Repair and exchange on those parts that are easily accessible to exchange.

**Table 2 – Service Rates †**

Type	Hourly Rate (USD)	Mileage Charge (USD)
Standard Rate	\$234 Per Hour	\$0.65 Per Mile
After Hours Rate	\$354 Per Hour	\$0.65 Per Mile

† 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% 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 Customer or its authorized agents, be returned for no less than 30% restocking fee or greater and any applicable freight or shipping costs.

**Section 10 – Government Warranty Provisions:**

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 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.

#### Section 11 – INDEMNITY:

As an express condition of sale, Buyer agrees to indemnify IDI and to hold IDI harmless from any damage or injury whatsoever resulting from or in any way related to: (i) any fault or neglect of others not parties hereto; (ii) any fault or neglect of Buyer, its employees, agents or licensees; and (iii) use or operation of the Product by Buyer, its agents, employees or licensees, prior to Product acceptance by Buyer. Buyer shall so indemnify IDI notwithstanding any fault or neglect attributable to IDI, provided, however, if it is determined, in accordance with applicable law, that any fault or neglect of IDI, its employees or agents, materially contributes to damage or injury, to third parties resulting from or related to any of the causes set forth in clauses (i) or (ii) hereinabove, IDI shall be responsible in such proportion as reflects its relative fault thereof.

#### Section 12 - Miscellaneous:

Force Majeure: Notwithstanding any other provision of this Agreement, no default, delay, or failure to perform by either party shall be considered a breach of this Agreement if an event or cause is shown to be due entirely to causes beyond reasonable control of such party. Such events or causes include, but are not limited to, strikes, lockouts, labor disputes, default of common carrier, riots, civil disturbance, actions or in-actions of suppliers or government authorities, severe weather, earthquakes, fire, acts of God, or other such causes.

#### Section 13 - General Inspection:

It is the responsibility of the customer or their agents who may be receiving products to fully inspect the condition of products at delivery. Staff that may be present at a loading dock must examine product(s) for damage before signing off on proof of delivery. Acceptance of products damaged through transportation or unloading/rough handling without notation or indication of damage will negate any opportunity for damage claims and does not constitute a basis for a warranty service claim. IDI's shipping terms are FOB Origin. If there are any questions or concerns regarding the condition of the delivered goods do not sign off on the delivery and call Image Diagnostics immediately at 978-829-0009.

#### **Section 14. Important Notices – Protego Shielding System Specific Guidance:**

IDI warrants the Protego System to be free of defects in material and workmanship for a period of two (2) years from the date of installation. All aprons and shields must be inspected by the facility before they are put into service. Mechanical components including the column stand, horizontal arm and spring arm should be inspected for system integrity including proper drift, rotation, and elevation prior to use. To optimize the longevity of the various shield panels, shield storage and handling is critical. The system is equipped with storage points and rail systems to hang shield panels to prevent product damage and extend the life of the

product. The Customer should visibly inspect all system components prior to use. All RaySafe™ real time dosimeter system badges (if included in the purchase) are delivered calibrated, with no need for recalibration during their lifetime. See manufactures manual for recalibration (if it is so desired), battery change out and programing.

PROTEGO SYSTEM SHIELDING IS DESIGNED FOR USE IN ENVIRONMENTS WHERE IONIZING RADIATION IS PRESENT.

READ AND FOLLOW ALL INSTRUCTIONS AND WARNINGS PROVIDED IN THE OPERATORS MANUAL AND ON PRODUCT LABELS CONTAINED IN THE OPERATIONS MANUAL. FAILURE TO READ AND FOLOW ALL WARNING AND INSTRUCTIONS CAN RESULT IN SERIOUS INJURY OR DEATH.

RADIATION EXPOSURE IS DANGEROUS AND CUMULATIVE. THE PROTECTION AFFORDED BY THE PROTEGO RADIATION SHIELDING SYSTEM CANNOT REDUCE OR MITIGATE IN ANY WAY THE AMOUNT OF RADIATION TO WHICH THE INDIVIDUAL HAS ALREADY BEEN EXPOSED OR UNDO ANY DAMAGE AN INDIVIDUAL HAS ALREADY SUSTAINED FROM PREVIOUS EXPOSURE. (Ref Sections 5 & 6)

DO NOT USE THE PROTEGO RADIATION SYSTEM WITHOUT A REAL TIME RADIATION DOSIMETRY SYSTEM TO MONITOR EXPOSURE LEVELS REAL TIME (RAY-SAFE or EQUIVALENT). FAILURE TO MONITOR RADIATION EXPOSURE LEVELS WITHOUT REAL TIME DOSIMETRY IS A MISUSE OF THE PROTEGO RADIATION PROTECTION SYSTEM AND CAN RESULT IN SERIOUS INJURY OR DEATH.