

IDI Product Warranty

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 (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 the purchaser 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 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 (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 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. 1Certain parts subject to frequent wear and tear and misuse are limited to 12 months warranty as defined in Table 1 - Warranty Matrix (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*
100UC+, 100US, 100RTL, 100RT, 100T and 100E Tables	36+1	12+1	36+1	No	Yes*
ilex® and ilex Duo	24+1	24+1	24+1	No	Yes*
Video Integration other than ilex®	12+1	No	12+1	No	Yes*
SKilex	12+1	No	12+1	No	Yes*
SIMEON Medical® Lights	12	12	N/A	N/A	Yes**
Protego® Radiation Shield System	12	12***	N/A	N/A	No
Aspect 360 Table Packages	12+1	12+1	N/A	N/A	Yes*
Smarter Practico Table Packages	12+1	12+1	N/A	N/a	Yes*
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, power cords and electrical cords for hand controls. External video cables are NOT eligible for warranty coverage, however, to ensure customer satisfaction, IDI offers a complimentary secondary set of external video cable kits upon contacting our technical support via phone or email. The following information will be required: facility name & address, contact name, position (title), phone number & email address, and device serial number. Each device is entitled to one supplementary cable kit. ** SimPod components have a 5-year part warranty. *** Repair and exchange on those parts that are easily accessible to exchange. NOTE: Any product exposed to bodily fluids must be thoroughly cleaned and disinfected before being returned to IDI for repair or exchange. IDI reserves the right to decline returned items that are not adequately cleaned.					

Table 2 – Service Rates †

Type	Hourly Rate (USD)	Mileage Charge (USD)
Standard Rate	\$248 Per Hour	\$0.80 Per Mile
After Hours Rate	\$372 Per Hour	\$0.80 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% percent restocking fee and any applicable return freight or shipping costs. Any product which has been used, not in its original packaging, in agreement of IDI and Purchaser or its authorized agents, be returned for no less than 30% percent restocking fee and any applicable return freight or shipping costs. It's at IDI's discretion to accept the product return request, issue a RMA (return material authorization) within 15 days after customer's receipt of product.

Section 10 – Government Warranty:

In addition to our commercial warranty, we accept 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. If 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. If 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:

(a) 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.

(b) Compliance with Law: The parties shall comply with all applicable statutes, rules, regulations and standards of all governmental authorities and regulatory and accreditation bodies relating to physicians, Buyer, and IDI. Both parties acknowledge their respective obligations under this Agreement to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws and regulations.

(c) Severability: In the event that any of the provisions of this Agreement, are determined to be unenforceable or illegal in any respect under the laws of any state or of the United States of America, such unenforceable

provision(s) shall be deemed as removed from this Agreement and the remainder of this Agreement shall remain in effect and unchanged.

(d) Disputes and Governing Laws: All disputes under any contract concerning Products not otherwise resolved between Buyer and IDI shall be resolved in a court of competent jurisdiction. No action, regardless of form, arising out of, or in any way connected with, any Product or service furnished, or to be furnished, may be brought by Buyer more than one (1) year after the cause of action has accrued to Buyer.

(e) Assignment: Buyer shall not assign or transfer its rights or obligations under this Agreement or any attachment, exhibit hereto or the like or any transaction or relationship with IDI arising under or governed by this Agreement or any such attachment, exhibit, etc. or incorporated by reference herein or incorporating this Agreement, in whole or in part to any third party without the prior written consent of IDI, nor shall any assignment with such consent ever operate to release Buyer from any obligation to IDI hereunder or otherwise.

(f) Confidentiality. The parties agree to make no use of information identified as Confidential by the other party except for the purpose of this Agreement. Confidential Information includes, but is not limited to, drawings, specifications, and technical materials of or related to the Product(s), IDI quotations and product pricing and the terms and conditions of this Purchase Agreement. Such Confidential Information shall not be disclosed to third parties without permission of the owner. These obligations shall not apply to a party's Confidential Information to the extent that such information (i) was already legally in the possession and control of the receiving party prior to its receipt from the delivering party; (ii) is independently derived by the receiving party without use of the delivery party's Confidential Information; or (iii) is lawfully obtained from a third party under no obligation of confidentiality to the delivering party. The provisions of this section will survive any termination of this Agreement.

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 the 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 FOLLOW 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.