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## ENGLISH

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### Limited Warranty

Boston Scientific Corporation (BSC) warrants that reasonable care has been used in the design and manufacture of this system. When maintained in such conditions as specified by BSC, it will be free from defects in material and workmanship at buyer's location for 12 months from the date of delivery. In addition, BSC hereby extends to the registered user, any and all warranties maintained by BSC from any third party and related to software upon which the System depends.

The above described warranties are in lieu of and exclude all other warranties not expressly set forth herein, whether expressed or implied by operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. There are no warranties of any kind that extend beyond the description of the warranties above.

Handling, storage, and cleaning of this instrument as well as other factors relating to the patient, diagnosis, treatment, surgical procedures, and other matters beyond BSC's control directly affect the system and the results obtained from its use.

BSC's obligation under this warranty is limited to, in BSC's discretion, the replacement of component parts or the instrument, including all freight costs associated with shipping the replacement parts or instrument back to the user; provided user shall be responsible for all freight charges incurred in shipping parts or the instrument to BSC for replacement. No in-field repairs will be performed.

### Limitation of Liability for Damages

BSC's sole liability for damages shall be limited to the cost to buyer of the specified goods sold by BSC to buyer which give rise to the claim for liability. The buyer's use of this product shall be deemed acceptance of the terms and conditions of these limited warranties, exclusions, disclaimers and limitations of liability for money damages. BSC shall not be liable for any incidental or consequential loss, damage, or expense directly or indirectly arising from the use of this instrument. In any claim or lawsuit for damages arising from alleged breach of warranty, breach of contract, negligence, product liability or any other legal or equitable theory, the buyer specifically agrees that BSC shall not be liable for damages for loss of profits or revenues, loss of use of the product, loss of facilities or services, any downtime costs, or for claims of buyer's customers for any such damages. BSC neither assumes, nor authorizes any other person to assume for it, any other or additional liability or responsibility in connection with this instrument. For questions about warranty coverage, contact the BSC authorized service representative.