Boston Scientific

ENGLISH

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 deliver. This warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied by operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. 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 the repair or replacement of this instrument and BSC shall not be liable for any incidental or consequential loss, damage, or expense directly or indirectly arising from the use of this instrument. BSC neither assumes, nor authorizes any other person to assume for it, any other or additional liability or responsibility in connection with this instrument.

Service is limited to exchanging faulty System components. No in-field repairs will be performed. For service, contact the BSC authorized service representative. The user must pay all freight charges for all parts returned to BSC. BSC will pay freight for shipping the repaired or replaced parts back to the user. BSC extends, to the registered user, all warranties offered by third party software upon which the System depends.

Extended warranties that include both the hardware and software can be purchased any time after the current warranty period has expired. If the System falls under the initial 12 month manufacturer's warranty, then an extended warranty can be purchased anytime during the first year (12 months) or after the manufacturer's warranty expires. Contact BSC for more information.

All catheters used with the System are for single use only. Do not reuse, reprocess, or re-sterilize. Re-use, reprocessing, or re-sterilization may compromise the structural integrity of the catheter and/or lead to device failure, which, in turn, may result in patient injury, illness, or death. Reuse, reprocessing or re-sterilization may also create a risk of contamination of the catheter and/or cause patient infection or cross-infection including, but not limited to, the transmission of infectious disease(s) from one patient to another. Contamination of the device may lead to injury, illness, or death of the patient. BSC assumes no liability with respect to single use instruments that are reused, reprocessed, or re-sterilized and makes no warranties, express or implied, including, but not limited to the warranties of merchantability or fitness for intended use with respect to such instrument.

Disclaimer and Exclusion of Other Warranties

There are no warranties of any kind that extend beyond the description of the warranties above. Boston Scientific Corporation disclaims and excludes all warranties, whether express or implied, of merchantability of fitness for a particular use or purpose.

Limitation of Liability for Damages

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 Boston Scientific Corporation 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. Boston Scientific Corporation's sole liability for damages shall be limited to the cost to buyer of the specified goods sold by Boston Scientific Corporation 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.