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## **Limited Warranty**

Boston Scientific Corporation (BSC) warrants until the expiration marked on each instrument that reasonable care has been used in the design and manufacture of this instrument. 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, cleaning and sterilization of this instrument as well as other factors relating to the patient, diagnosis, treatment, surgical procedures and other matters beyond BSC's control may directly affect the instrument and the results obtained from its use. BSC shall replace any instrument that BSC determines was defective at the time of shipment if notice thereof is received before the expiration marked on the instrument. 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. BSC assumes no liability with respect to instruments reused, reprocessed or resterilized; use by a non-qualified physician; use contrary to documentation; use with a non-Alair™ controller.