

ENGLISH

Limited Warranty

Boston Scientific Corporation warrants that reasonable care has been used in the design and manufacture of the iNod Ultrasound Guidance Console. When maintained in such conditions as specified by Boston Scientific Corporation, it will be free from defects in material and workmanship at the buyer's location for 12 months from the date of delivery (unless a shorter period for a specific component is specified). 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 Boston Scientific Corporation's control directly affect the instrument and the results obtained from its use. Boston Scientific Corporation's obligation under this warranty is limited to the repair or replacement of this instrument, and Boston Scientific Corporation shall not be liable for any incidental or consequential loss, damage, or expense directly or indirectly arising from the use of this instrument. Boston Scientific Corporation neither assumes nor authorizes any other person to assume for it, any other or additional liability or responsibility in connection with this instrument.

Modification or repair of the instrument by a person other than an authorized Boston Scientific representative may compromise the integrity of the instrument and/or lead to system failure which, in turn, may result in patient injury or death. Boston Scientific Corporation assumes no liability with respect to any instrument that has been modified or repaired by a person other than an authorized Boston Scientific representative and makes no warranties, express or implied, including but not limited to merchantability or fitness for a particular purpose, with respect to such instruments. If repair is needed, call your Boston Scientific representative.

Warranty Shipments, Returns, and Adjustments

A warranty claim must be made promptly and must be received by Boston Scientific Corporation during the applicable warranty period. Should it become necessary to return a product for repair and/or adjustment, a Return Goods Authorization (RGA) number must be obtained from the Boston Scientific Corporation Technical Service Department (1-800-949-6708). Boston Scientific Corporation will provide instructions as to how and where products should be shipped. Any product or component returned for examination or for warranty repair shall be sent insured and prepaid via the means of transportation specified by Boston Scientific Corporation. Shipping charges for all products or components replaced or repaired under warranty shall be the sole responsibility of the buyer. In all cases, Boston Scientific Corporation has sole responsibility for determining the cause and nature of a product's or component's failure, and Boston Scientific Corporation's determination with regard thereto will be final.

Decontamination of Returned Equipment

To comply with United States postal and transportation laws, equipment returned to Boston Scientific Corporation must be properly decontaminated with a chemical germicide that is approved for use as a hospital disinfectant. If

equipment is received without having been decontaminated, Boston Scientific Corporation will charge cleaning costs to the customer. Any equipment returned to Boston Scientific Corporation without having been properly decontaminated must be labeled with a biohazard warning.

Limitations

This warranty does not cover the iNod Ultrasound Guided Biopsy Needle, or OEM equipment that is not included with the System.

This warranty does not cover normal calibration, cleaning, or maintenance of the System.

Any product returned to Boston Scientific Corporation without prior authorization may be returned at sender's expense.

Boston Scientific Corporation reserves the right to change or discontinue this product without prior notice. Boston Scientific Corporation reserves the right to change the product's specifications or price without prior notice.

Improper or inadequate maintenance or calibration by a person other than an authorized Boston Scientific representative, including performing updates to operating systems, firmware, applications, or other software of the instrument may compromise the integrity of the instrument and/or lead to system failure which, in turn, may result in patient injury or death. Boston Scientific assumes no liability with respect to any instrument that has not been maintained, calibrated, and/or updated as specified by Boston Scientific and by a person authorized by Boston Scientific and makes no warranties, express or implied, including but not limited to merchantability or fitness for a particular purpose, with respect to such instruments. Use and ownership of the software is subject to the terms of a separate software license agreement. The warranty for updated software expires upon termination of the initial 12-month warranty period for the instrument.

The instrument is designed and provided for use with certain Boston Scientific (or Boston Scientific approved) auxiliary components, such as, transducers, probes and guidewires. Boston Scientific corporation assumes no liability for use of the instrument with auxiliary components supplied by parties other than Boston Scientific or authorized distributors and makes no warranties, express or implied, including but not limited to merchantability or fitness for a particular purpose, with respect to instruments that are used with auxiliary components supplied by parties other than Boston Scientific or authorized distributors.