



ENGLISH

Limited Warranty

BOSTON SCIENTIFIC GX1™ GENERATOR LIMITED WARRANTY

GX1™ GENERATOR SCOPE OF WARRANTY

Boston Scientific warrants to the original retail purchaser that it will repair or replace components of the domestic and international medical products manufactured by Boston Scientific (except for components not warranted under "Exclusions") that are defective in material or workmanship under normal use and service. Boston Scientific's obligation under this warranty is limited to the repair or replacement, at Boston Scientific's option, of the applicable components. This limited warranty shall only apply to defects that are reported to Boston Scientific within the applicable warranty period and which, upon examination by Boston Scientific, prove to be defective. This warranty extends only to the first retail purchaser of a product and is not transferable or assignable. Retail purchaser must provide proof of original purchase to Boston Scientific.

APPLICABLE WARRANTY PERIOD

The applicable warranty period, measured from the date of delivery to the original user, shall be one (1) year for all warranted products and components. Service Plans to extend the coverage beyond the applicable warranty period are available for purchase.

OBTAINING WARRANTY SERVICE

Warranty service must be obtained through the Boston Scientific Capital Equipment Technical Assistance Center. The Boston Scientific Capital Equipment Technical Assistance Center may be contacted for warranty service inquiries or issues via email at CTechSupportUSA@bsci.com or by phone at 800-949-6708.

It is the retail purchaser's obligation to arrange for delivery of a product to the Boston Scientific Capital Equipment Technical Assistance Center for warranty service; the delivery shall be at retail purchaser's expense (for all shipping costs, including any insurance). It is also the retail purchaser's obligation to comply with the warranty service instructions provided either by Boston Scientific or its Boston Scientific Service Representative. Return shipment to retail purchaser will be done at Boston Scientific's expense, but is limited to shipping charges and excludes applicable import duties or customs fees.

If, after receiving your Generator and performing diagnostic testing, Boston Scientific determines the problem is covered by the Limited Warranty, required repairs and/or adjustments will be made and a properly functioning Generator will be promptly shipped to you. If the problem is not covered by the Limited Warranty, you will be informed of the reason and be provided an estimate of repair costs. If you authorize Boston Scientific to service or repair the Generator, the work will be promptly performed and the Generator will be shipped to you. You will be billed for any costs for testing, repairs, and adjustments not covered by the Limited Warranty and for shipping costs. In most cases, repairs are accomplished within 1 to 2 weeks.

EXCLUSIONS

This warranty does not cover and Boston Scientific shall not be liable for the following:

- (1) defects, damage, or other conditions caused, in whole or in part, by misuse, abuse, negligence, alteration, accident, freight damage, tampering, or failure to seek and obtain repair or replacement in a timely manner;
- (2) products that are not installed, used, and properly cleaned and maintained as required in the Boston Scientific "Instruction Manual" and/or "Service Manual" for the applicable product;
- (3) products considered to be of a consumable nature;
- (4) connection cables, electrodes, and electrode kit components;
- (5) accessories or parts not manufactured by Boston Scientific;
- (6) charges by anyone for adjustments, repairs, replacement parts, installation, or other work performed upon or in connection with such products that are not expressly authorized in writing in advance by Boston Scientific;
- (7) costs and expenses of calibration, routine maintenance, and cleaning;
- (8) representations and warranties made by any person or entity other than Boston Scientific; and
- (9) failures to function caused by fire, floods, lightning, natural disasters, water damage, and other calamities commonly defined as "Acts of God."

USE OF REFURBISHED COMPONENTS

In the normal course of Generator production, service, and repair, refurbished components may be used. Boston Scientific will routinely inspect and replace, as needed, these and other covered components as part of normal service and repair on your Generator.

EXCLUSIVE REMEDY; CONSEQUENTIAL DAMAGES DISCLAIMER

Boston Scientific's only obligation under this warranty is the repair or replacement of defective parts. Boston Scientific shall not be liable for and hereby disclaims any direct, special, indirect, incidental, exemplary, or consequential damages or delays, including, but not limited to, damages for loss of profits or income, loss of use, downtime, cover, and employee or independent contractor wages, payments, and benefits or damages (whether direct, indirect, consequential, or incidental) caused by the Generator or any components, whether the claim is based on warranty, contract, tort, or any other theory.

NO AUTHORIZATION

No person or firm is authorized to create or approve for Boston Scientific any other obligation or liability in connection with the products.