



ENGLISH

Limited Warranty

This warranty covers the following Boston Scientific product:

- Bulkamid® Cystoscope

Boston Scientific Corporation ("Boston Scientific") warrants that reasonable care has been used in the design and manufacture of the Bulkamid® Cystoscope ("Product"). This limited warranty extends for a period of six (6) months from the date of shipment to the original customer ("Warranty Period"), provided the Product is purchased directly from the Boston Scientific. **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.**

This warranty is contingent upon the Customer's operation of the Product in accordance with the Instructions for Use. This warranty is contingent on Customer's proper sterilization using: (1) the accompanying Boston Scientific sterilization tray; and (2) the approved original equipment manufacturer's reprocessing instructions and guide. During the Warranty Period, Boston Scientific will replace each defective or damaged Product once, at no charge, subject to the terms and conditions outlined herein. No additional replacements will be issued for previously replaced Products. Replacement Products do not extend the original Warranty Period. This Limited Warranty will be void upon any: (a) moving the Product from the originally delivered location (unless authorized by BSC in writing); (b) transfer, resale, rental, or use of the Product by any party other than the original purchaser; or (c) use of accessories or disposables not provided or approved by Boston Scientific.

To obtain a replacement under this warranty, the Customer must notify their local representative to obtain a Returned Material Authorization ("RMA") number during the Warranty Period and return the defective or damaged Product to Boston Scientific through its returns process. Upon issuing the RMA, Boston Scientific will provide a pre-paid shipping label for return of the damaged Product. No loaner scopes are provided under this limited warranty.

If a Product is found to be defective or damaged after the expiration of the applicable Warranty Period, the Customer shall be entitled, for a period of up to two (2) years from the original date of shipment, to purchase a replacement Product at a twenty-five percent (25%) discount off the then-applicable pricing. If a valid pricing agreement is in effect between the parties at the time of replacement, the discount shall apply to the agreed pricing. If no such agreement exists, the

discount shall apply to the then-current list price.

Boston Scientific shall not be liable for any indirect, incidental, special, punitive or consequential loss, damage, or expense directly or indirectly arising from the use of the Product. Boston Scientific neither assumes, nor authorizes any other person to assume for it, any other or additional liability or responsibility in connection with the Product.