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# Limited Warranty

This warranty covers the following Boston Scientific products (Warranted Product):

- **Lumenis Pulse™ 120H Holmium Laser System with MOSES™ Technology**

**1. Warranty Coverage.** Boston Scientific Corporation and its affiliate Lumenis Ltd. ("BSC") warrants that the Lumenis Pulse™ 120H Holmium Laser System with MOSES™ Technology, including its accessories (collectively, the "Equipment"), will be free from defects in materials and workmanship and will perform in accordance with the specifications set forth in the applicable Operator Manual and Instructions for Use when used under normal conditions and in accordance with such documentation.

**2. Warranty Period.** This Limited Warranty is valid for a period of one (1) year beginning on the earlier of the installation date or thirty (30) days following delivery to the original customer (the "Warranty Commencement Date"). Warranty coverage is extended only to the original purchaser and is non-transferable. This Limited Warranty will be void upon any: (a) transfer, resale, rental, or use of the Equipment by any party other than the original purchaser, (b) moving the Equipment from the originally installed location (unless authorized by BSC in writing), or (c) use of accessories or disposables not provided or approved by Boston Scientific.

**3. Warranty Service and Return Requirements.** In the event of a suspected defect, at BSC's direction the warranty service shall be performed either on-site or the Equipment must be returned to Boston Scientific or an authorized representative facility. The customer must contact Boston Scientific Customer Service to report the issue and obtain a Return Goods Authorization (RGA) number. The Equipment must be returned in its original packaging or other suitable protective packaging with the RGA number clearly marked on the outside and a description of the issue enclosed.

**4. Remedies.** If a valid claim is received during the warranty period, Boston Scientific will, at its option, repair the Equipment, replace it with a new or refurbished unit, or provide replacement parts. The warranty period for any replacement Equipment or part shall be the longer of the remaining unexpired term of the original warranty or ninety (90) days from the date of replacement.

**5. Exclusions and Limitations.** This Limited Warranty does not apply to damage or defects resulting from:

- a. Use of the Equipment in a manner inconsistent with its Operator Manual, Instructions for Use, or outside of its intended indications;
- b. Alteration, modification, or repair by anyone other than Boston Scientific or its authorized service provider;
- c. Physical damage from accident, abuse, misuse, improper transportation, storage, environmental conditions, or handling;
- d. Use with accessories or disposables not provided or approved by Boston Scientific;
- e. Environmental conditions outside of those specified in the documentation.

**6. Limitation of Liability.** BOSTON SCIENTIFIC IS NOT RESPONSIBLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DOWNTIME, LOSS OF USE, OR FACILITY COSTS RELATED TO REPLACEMENT OR REPAIR OF THE EQUIPMENT.

**7. Disclaimer of Additional Warranties.** EXCEPT AS EXPRESSLY SET FORTH ABOVE, BOSTON SCIENTIFIC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT SUCH DISCLAIMERS ARE NOT PERMITTED BY APPLICABLE LAW, SUCH IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE ONE (1) YEAR WARRANTY PERIOD.

Additional terms of warranty for Mobile Systems:

Due to the special situations surrounding the Equipment that are moved to numerous sites of service, the following terms and conditions also apply to mobile systems (as authorized by BSC):

1. Every mobile provider must have a clinical trainer on staff and on site. This person must be certified by BSC to provide clinical support to physicians for their first cases and beyond.
2. Every mobile provider must have certified (by BSC) qualified technicians on staff to transport, set-up and operate the Equipment in all cases. Annual recertification is required.
3. Transportation of the system:
  - a. Every mobile provider must have suitable transportation for moving the Equipment from site-to-site.
  - b. The vehicle must have a lift gate or ramp, depending on the height of vehicle, to load and unload the Equipment.
  - c. Transport the Equipment in the original shipping crate or other suitable method designed to absorb road shock (vertical and horizontal loads), to protect the Equipment during transportation. To absorb vertical shock and vibration, the floater (plywood base supported by foam blocks) can be removed from the original shipping crate and installed in the transportation vehicle.
  - d. The Equipment must be protected from environmental requirements outside the range indicated in the Instructions for Use and/or Operator Manual, including, but not limited to, temperature range, maximum humidity, atmospheric pressure and storage pressure.