



ENGLISH

Limited Warranty

This limited warranty covers the following Boston Scientific products (individually referred to as a “Product”):

- **Single-Use Inflow Tubing Set for the Asurys™ Fluid Management System.**

Boston Scientific Corporation (“BSC”) warrants that this Product has been designed and manufactured with reasonable care and is free from defects in materials and workmanship. The warranty is valid until the earlier of the Product’s expiration date or its final use (“Warranty Period”). Warranty coverage applies only to the original purchaser and is non-transferable.

This warranty is void if: (a) the Product is misused, tampered with, altered, maintained, repaired, or serviced by anyone other than BSC or an authorized BSC representative, (b) if non-BSC parts are used, (c) any single-use device is reused, (d) environmental exposure outside of specified limits, and (e) use, storage or handling contrary to, or in violation of, instructions for use, operating manual or Product labeling. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED, BSC DISCLAIMS ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES.

BSC’s warranty obligation is limited to repair or replacement of the defective Product for a valid warranty claim submitted within the Warranty Period. BSC IS NOT LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. No one is authorized to extend additional warranties on BSC’s behalf. Handling, storage, cleaning and sterilization of this Product as well as other factors relating to the patient, diagnosis, treatment, surgical procedures and other matters beyond BSC’s control directly affect the Product and the results obtained from its use. BSC makes no representation or warranty that operation of the Product will be error-free or that it will result in any revenue or profits from the use of the Product.

This warranty excludes, and BSC assumes no liability for:

- Damage from Buyer’s improper shipping, handling, installation, or storage;
- Environmental exposure outside specified limits;
- Use contrary to instructions for use or operating manual;
- Unauthorized alteration, repair, service, modification or disassembly;
- Contamination, misuse, or third-party components;
- Products labeled experimental, prototype, or for trial use;
- Products reused, reprocessed or re-sterilized.

Claims must be submitted promptly in writing to BSC within 30 days of defect discovery.