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**ENGLISH**

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## **Limited Warranty**

Boston Scientific Corporation (BSC) warrants to the Buyer at the location where the Product was originally installed that reasonable care has been used in the design and manufacture of this instrument. This warranty applies only to the original Buyer. Buyer must make all claims under this warranty and no claim will be accepted from any third party. This warranty governs over any conflicting terms in Buyer's purchase order or other BSC documents except as expressly provided herein. 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, cleaning and sterilization of this instrument as well as other factors relating to the patient, diagnosis, treatment, surgical procedures and other matters beyond BSC's control directly affect the instrument and the results obtained from its use. BSC assumes no liability with respect to instruments reused, reprocessed or re-sterilized 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 BSC receives timely notice of matters covered under warranty, BSC shall, at its option, either repair or replace instruments or parts that prove to be defective. Instruments or parts shipped under this warranty or used as replacements under this warranty may be either refurbished or new, at BSC's option. BSC neither assumes nor authorizes any other person to assume for it, any other or additional liability or responsibility in connection with a BSC instrument.

THE REMEDIES PROVIDED HEREIN ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL BSC BE LIABLE FOR DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, (INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY.

Warranty service is performed either (a) on-site or (b) at a facility specified by BSC, at BSC's option. Where warranty service is provided on-site, the work will be performed at Buyer's facility or a location that is mutually agreed upon, at no charge. Where warranty work is performed at the Buyer's facility, such work will be performed during normal working hours. If Buyer requests work to be performed outside of normal working hours, then Buyer shall pay for the incremental cost of such work. Where warranty service is provided at BSC,

instruments must be returned to a BSC service facility designated by BSC. Parts and labor provided under this Warranty are warranted only for the remaining un-expired period of time in the original warranty. Instruments may only be returned with the prior approval of BSC. A valid Return Goods Authorization (RGA) number must evidence such approval. Buyer shall prepay shipping charges (and shall pay all duties and taxes) for instruments returned to BSC. BSC shall pay for return of the instrument to Buyer.

The warranty period for these non-transferable warranties start on the sooner of: (a) the date of installation or (b) fifteen (15) days after the shipment date from BSC (or other date specifically referencing the warranty start date in BSC's sales order/order acknowledgement), and continue for a period of twelve (12) months.

#### Limitation of Warranty.

The foregoing warranty shall be voided where in BSC's sole judgment there has been:

1. Improper or inadequate maintenance by Buyer, or service performed by anyone other than BSC or a party authorized by BSC to perform service on the specific item covered under this warranty.
2. Unauthorized modification or misuse.
3. Operation outside of the environmental specifications for the Thuvera™ Laser System.
4. Improper site preparation and maintenance, including but not limited to improper electrical utilities.
5. Use of delivery devices or accessories not manufactured by BSC or approved by BSC for use with the Thuvera™ Laser System.

Once delivered to the Buyer this warranty excludes and does not cover safety glasses, accessories, consumables such as surgical fibers, blast shields or defects or damage resulting from any of the following: contamination of external optical surfaces; unauthorized repair, modification, misuse or mishandling, disassembly or opening, neglect, or damage from accident; operation or storage outside environmental specifications or product ratings; user software or interfacing; continued use or incorporation with other materials or equipment after Buyer or anyone using the Product has, or reasonably should have, knowledge of any defect or non-conformance of the Product; components and accessories manufactured by companies other than BSC, which have separate warranties; improper or inadequate installation, site preparation or maintenance; or failure to follow information and precautions contained in the operating manual. All products or components (including software) identified as experimental, prototypes or to be used in field trials are not warranted and are provided to the Buyer on an "as is" basis. The samples, measurements, dimensions and weights contained in the BSC's literature, catalogs, sales manuals, photographs, drawings and similar materials constitute only an approximate guide, and no representations or warranties shall arise from any oral or written descriptions of the Product concerning its effectiveness or its achievement of any particular results. BSC makes no representation or warranty that operation of the Product will be error-free or of revenue or profits from the use of the Product. BSC assumes no responsibility for Buyer or third-party supplied material, components, systems or equipment. Oral statements do not constitute

warranties and any other oral statements shall not be relied upon nor considered part of this agreement. The Buyer must give prompt notification to BSC of any claim under the warranty in writing. BSC has no responsibility for warranty claims more than 30 days after the Buyer discovers or becomes aware of the claimed defect. Buyer is responsible for providing appropriate utilities and operating environment as stated in the operating manual and the specifications. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN BSC OR AN AUTHORIZED REPRESENTATIVE OF BSC WITHOUT BSC'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY BSC OR AN AUTHORIZED REPRESENTATIVE OF BSC, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH ABOVE, BSC SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS TO BUYER, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES.