



ENGLISH

Limited Warranty

WARRANTY

Boston Scientific Corporation (BSC) warrants that reasonable care has been used in the design and manufacture of this instrument. 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 resterilized 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 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 on-site or at a BSC facility at BSC option. Where warranty service is provided on-site, the work will be performed at the 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 for 90 days from completion of the service repair or shipment of the replacement instruments/part(s). 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.

Note: The warranty period begins on the date of installation or ninety days after the date of shipment, whichever is first, where installation is included in the purchase price and on the date of shipment where installation is not included in the purchase price. The duration of the warranty period and the extent of the warranty vary depending on the instrument. Every BSC instrument and component is assigned a warranty code that defines the nature and duration of the warranty provided for the particular instrument. Contact BSC for a copy of the Warranty Policy, which defines the warranty codes in detail and assigns a code to each instrument/component.

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 GreenLight XPS 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 GreenLight XPS Laser System.

Additional Terms of Warranty for Mobile Systems

Due to the special situations surrounding GreenLight XPS Laser System that are moved to numerous sites of service, the following terms and conditions also apply to mobile systems:

1. Every mobile provider must have a clinical trainer on staff. 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 qualified technicians (as certified by BSC) on staff to transport, setup, and operate the GreenLight XPS Laser System in all cases. Annual recertification is required.

Transport of the System

1. Every mobile provider must have suitable transportation for moving the GreenLight XPS Laser System from site to site.
2. The vehicle must have a lift gate or ramp, depending on the height of the vehicle, to load and unload the GreenLight XPS Laser System.
3. Transport the laser system in the original shipping crate or other suitable method designed to absorb road shock (vertical and horizontal loads), to protect the GreenLight XPS Laser System during transport. 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 transport vehicle.
4. The GreenLight XPS Laser System must be protected from temperatures below 32 °F (0 °C). Freezing temperatures can damage the laser system.