



ENGLISH

Limited Warranty

These warranties cover the following Boston Scientific products (Warranted Product):

Equipment

- Rezūm Generator

Disposable Devices

- Rezūm Delivery Device

Equipment Warranty. Except as indicated otherwise below, Boston Scientific warrants for one year from the Warranty Commencement Date (as defined below) that the Equipment will be free from defects in title, material and workmanship under normal use and service. This warranty covers parts and is available only to end-users that purchase the Equipment from Boston Scientific or its authorized distributors. Any sale, rental or other transfer or use of Equipment Warranted Product to or by a user other than the original purchaser shall cause this warranty to terminate immediately. Customers purchasing through an authorized distributor must contact Boston Scientific promptly following such purchase to enable this warranty.

Customers purchasing Boston Scientific's Service Plans extend their Equipment Warranted Product coverage beyond the one year Warranty period (Total Care Plan; Essential Care Plan).

Disposable Device Warranty. Disposable Devices carry a warranty of the earlier of first use or expiration date of the products. The reuse of Disposable Devices voids this warranty for all Warranted Product (including Equipment) otherwise covered. Any sale or other transfer or use of Disposable Devices Warranted Product to or by a user other than the original purchaser shall cause this warranty to terminate immediately.

Warranty Commencement. The warranty period begins (the "Warranty Commencement Date") on the date Warranted Product is sold to the Customer. The warranty period for any Warranted Product or component furnished to address a warranty claim will be the longer of the unexpired term of the warranty applicable to the repaired or replaced Warranted Product or 90 days. Boston Scientific warrants all Equipment that is loaned or otherwise remains the property of Boston Scientific as part of Boston Scientific's Agreement with the Customer.

Remedies. If Customer promptly notifies Boston Scientific of Customer's warranty claim during the warranty period and makes the Warranted Product available for inspection and service, Boston Scientific will, at its option replace (with new or exchange replacement parts) the non-conforming Warranted Product or components of the Warranted Product. The foregoing remedies are Customer's exclusive remedies and Boston Scientific's sole liability for warranty claims.

Limitations. Boston Scientific shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of (i) the use of the Warranted Product in a manner or environment, or for any purpose for which Boston Scientific did not design it, or in violation of Boston Scientific's

recommendations or FDA cleared Instructions For Use; or (ii) any alteration, modification or revision of the Warranted Product by Customer or any third party. In addition, these warranties do not cover: (i) any defect or deficiency that results, in whole or in part, from any improper storage or transport from location to location, use or handling, failure to maintain the Warranted Products in the manner described in any applicable instructions or specifications or any cause external to the Warranted Products or other causes beyond Boston Scientific's reasonable control; (ii) the payment or reimbursement of any facility costs arising from repair or replacement of the Warranted Products.

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