

## **DENTIMAX MANUFACTURER WARRANTY**

Please read this DentiMax Manufacturer Warranty (“Warranty”) carefully. It describes your rights and obligations for obtaining repair and/or replacement of the DentiMax provided dental imaging sensors (“Products(s)”). This Warranty is non-transferable and applies only to the original purchaser as shown on the original purchase receipt or invoice.

The Products do not include any software and/or USB boxes used in conjunction with the Products. The Products are reasonably rugged but contain certain materials that could be damaged if excessive force or shock is applied. The Products will give years of trouble free service if sensible precautions and reasonable care is taken during use.

### **Terms of the Limited Product Warranty**

DentiMax warrants that the Products will, in normal use, be free from defects in material and workmanship for a period of eighteen months (18) from the date of purchase (“Warranty Period”). The Warranty Period commences on the purchase date appearing on the original invoice or purchase receipt for the Products and the original invoice or purchase receipt must be provided to make any claim under the terms and conditions of this Warranty.

During the Warranty Period, the sole and exclusive remedy for any breach of this Warranty shall be the repair or replacement of the defective Product with another Product that is equivalent in configuration or current market value with the defective Product, with the remedy and value to be determined solely by DentiMax. DentiMax does not offer cash refunds or credit for any returned defective Products. This Warranty will also cover any Product which is repaired or replaced by DentiMax for the balance of the applicable period of the original Warranty Period or thirty (30) days from the date of return shipment from DentiMax of a repaired or replacement Product, whichever period is longer.

### **Warranty Claim Procedure**

If a Product is defective in material or workmanship, you must contact DentiMax to receive a Return Material Authorization (“RMA”) number and instructions for Product return. Authorized returns are to be shipped prepaid and insured, and packaged properly to prevent damage. A copy of the original purchase receipt or invoice must accompany the defective Product to establish the Warranty Period. Additionally, any damaged or defective Product subject to a claim under this Warranty must also be returned and, upon return, will become the property of DentiMax.

## Warranty Exclusions

DentiMax shall have no liability for any returned Product if DentiMax determines that the claimed defect is i) not present, or ii) is attributable to misuse, improper installation, alteration or mishandling after original shipment from DentiMax. DentiMax bears no responsibility for any failure or defect caused by any third party product or components. This Warranty does not cover any damage to any Product that is not used in accordance with the following directions. Failure to follow these directions will invalidate the Warranty.

- The Products are to be used in conjunction with the provided sterile sheaths for the protection of both the sensor and the patient. The Products **SHOULD NEVER** be used without a sheath.
- The use of rubberized tight fitting finger cots is **NOT** recommended as the stress placed on the cable sheath/package interface during removal can be considerable and may cause failure by sheath tearing over time. Such failure is **NOT** covered by the Warranty.
- To clean the Product, complete immersion in sterilizing fluid is not recommended and may invalidate this Warranty. Use a lint-free cloth soaked in a recommended solution to wipe the Product and cable that has contacted a patient or dental practice staff.
- Avoid using the cable to pull the Product from any positioning fixture.
- Avoid bending the cable severely at the cable/package interface. As a guide the cable should not be bent or twisted in a loop less than 4 times the cable diameter.
- Avoid resting other equipment on the cable or Product.
- Do not allow the Product to drop onto a hard surface or tap the Product with force on a hard surface this could damage the silicon within the Product.
- Do not pull the Product away from the cable.
- Do not drop heavy items on the Product.
- Devices returned under Warranty that show obvious indications of physical damage due to misuse or careless use **WILL NOT** be considered for repair or replacement.

## **Valid Warranty Claims**

Valid Warranty claims are generally limited to:

- Sudden or gradual image degradation as a consequence of scintillator or sensor performance.
- Dark or bright pixels appearing that were not present at time of purchase and which exceed in level and/or quantity the limits of the specification/data sheet.
- Sudden failure due to cable filament detachment or bond wires that is due to poor workmanship.
- Changes to sensitivity or other performance while the sensor is used in normal operating parameters that take the sensor out of specification.
- Other physical package damage (for example; the package parts or connector parts coming apart) under normal use **NOT** as a consequence of any misuse.

## **Disclaimer/Limitation of Liability**

THE FOREGOING LIMITED WARRANTY IS DENTIMAX'S SOLE WARRANTY AND IS APPLICABLE ONLY TO PRODUCTS SOLD AS NEW. THE REMEDIES PROVIDED HEREIN ARE IN LIEU OF ALL OTHER REMEDIES AND WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL DENTIMAX BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO ACCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, OR ANY FINANCIAL LOSS, LOST PROFITS, OR EXPENSES, OR LOST DATA ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR PERFORMANCE ON NON-PERFORMANCE OF THE PRODUCT, EVEN IF DENTIMAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE DECISION OF DENTIMAX SHALL BE FINAL AND BINDING WITH REGARD TO THE CONDITION OF RETURN PRODUCT AND ELIGIBILITY OF REPAIR OR REPLACEMENT.