

DIGITAL DENTAL EQUIPMENT

Manufacturer's Warranty Information

2-Year Manufacturer's Warranty Details — Sections 1 to 8 3-Year Extended Warranty Details — Sections 1 to 9

- 1. <u>Definitions.</u> The following terms will be used throughout this warranty document (the "Limited Warranty") and are defined below:
 - "Accessories" shall mean the sensor barriers, universal positioning system, and USB extension cable.
 - ullet "Device" shall mean the CARINA Digital Intraoral Sensor and attached USB cable.
- 2. Manufacturer's Limited Warranty. CARINA™ ("Seller") warrants to the original purchaser ("Purchaser") that the Device shall be free from defects in material and workmanship for twenty-four (24) months following the date of purchase of the Device by the Purchaser. Seller warrants to Purchaser that the Accessories shall be free from defects in material and workmanship for ninety (90) days following the date of purchase by the Purchaser. Subject to the exclusions and limitations set forth herein, if the Device or Accessories become defective, malfunction, or fail to conform to this written Limited Warranty under normal use and service within their associated warranty period(s), and if the Purchaser complies with Paragraph 4 of this Limited Warranty, then Seller will, in its sole discretion, either repair or replace such goods or parts without charge. This Limited Warranty is not transferable and may only be modified or amended by a written instrument executed by a duly authorized representative of Seller. Devices and Accessories replaced or repaired by Seller under this Limited Warranty are warranted only for the remaining unexpired portion of the original warranty period applicable to such Device or Accessories.
- 3. Exclusions. This Limited Warranty shall not extend to, nor shall Seller be responsible for, damages or malfunction resulting from: a. Repairs, work, or alterations to affect the stability, reliability or proper operation of such goods; or b. Connection, installation, usage or adjustment otherwise than in accordance with the instructions furnished by Seller. Seller will replace or repair up to one (1) sensor where damages or malfunction are resulting from accident, misuse, mishandling, or negligent use during the period of Limited Warranty. The damaged or malfunctioning sensor must be sent to the address in Section 4 and received prior to sending a replacement item.
- **4. Enforcement of Limited Warranty.** Any defective Device or Accessories shall be repaired or replaced subject to the terms of this Limited Warranty by returning the defective good, part, or accessory, with shipping and/or transportation charges prepaid, to Seller at the following address: Carina™ Returns Department, 620 S. Placentia Avenue, Placentia CA 92870. The risk of loss of the goods, parts, or accessories shipped shall be borne by the purchaser.
- **5.** <u>Consequential and Incidental Damages Excluded.</u> In no event shall Seller be liable for any incidental, consequential, indirect, or special damages of any kind, including, but not limited to, damages for loss of revenue, loss of use, loss of business or business opportunity, or other similar financial loss arising out of or in conjunction with the performance, use of, or interrupted use the Seller's products, systems, or materials.
- **6.** <u>Acceptance.</u> Use of any of the goods, parts, or accessories supplied by Seller for five (5) or more days shall create a conclusive presumption that such items meet all of the specifications for such items and shall constitute full acceptance.
- 7. <u>Limited Warranty Void.</u> This Limited Warranty shall be void immediately if the Purchaser has the Device or Accessories repaired by unauthorized service personnel. Purchaser has the responsibility to confirm whether any repair personnel are authorized by the Seller prior to having the repair done.
- 8. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 2, SELLER MAKES NO REPRESENTATION, WARRANTY OR GUARANTY WHATSOEVER AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- **9. Extended Warranties.** At the time of device sale or within thirty (30) days from the date of sale, Purchaser will have the opportunity to elect extending the Limited Warranty for an additional thirty-six (36) months beyond the standard twenty-four (24) months. The Extended Warranty will not cover repair or replacement of sensor(s) resulting from accident, misuse, mishandling, or negligent use as provided for in the Limited Warranty. All other terms from the Limited Warranty apply.

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