

Limited Warranty – CANON MEDICAL SYSTEMS USA, INC. Camera Control Unit

CANON MEDICAL SYSTEMS USA, INC. - Video Sensing Division ("VSD") makes the following limited warranties with regard to this Camera Control Unit ("Product"). These limited warranties extend to the Original End-User ("You[r]").

One (1) Year Limited Warranty of Labor and Parts

VSD warrants that this Product will perform in accordance with specifications for a period of one (1) year from the date of purchase by the Original End-User. During this one (1) year period, VSD will repair or replace the Product, if it does not perform as warranted. In order to take advantage of this Limited Warranty, You must: (a) deliver the Product to a VSD Authorized Service Provider ("ASP"); and (b) pay all transportation and insurance charges for shipment of the Product to the ASP. VSD reserves the right to substitute factory refurbished parts in place of those in need of repair.

Instruction Manual (Owner's Manual):

You should read the Instruction Manual (Owner's Manual) thoroughly before operating this Product. Before seeking warranty service, you should check the troubleshooting guide in the Instruction Manual (Owner's Manual) and follow the instructions to correct the problem.

Warranty service under this Limited Warranty is subject to the following conditions and procedures:

1. All warranty servicing of the Product must be made by an ASP (Authorized Service Provider).
2. You must notify an ASP within thirty (30) days after You discover that the Product does not perform in accordance with specifications during the Limited Warranty period.
3. You must securely pack the Product in its original carton using the original packing material.
4. You must insert the original carton containing the Product, a letter explaining the problem AND a copy of the bill of sale or proof of purchase into another carton with additional packing material before shipping the Product to an ASP.
5. You must prepay all transportation and insurance costs.

DISCLAIMERS:

ALL OTHER EXPRESS OR IMPLIED WARRANTIES ON THIS PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IF THIS PRODUCT IS NOT IN GOOD WORKING ORDER AS WARRANTED ABOVE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE THE REPAIR OR REPLACEMENT OF THE PRODUCT. IN NO EVENT WILL VSD OR ITS PARENT COMPANY OR ANY ASP BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT. THIS LIMITATION APPLIES TO DAMAGES OF ANY KIND, INCLUDING ANY DIRECT OR INDIRECT DAMAGES, LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF CONTRACT, TORT OR OTHERWISE, OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH PRODUCT, EVEN IF VSD, ITS PARENT COMPANY, OR AN ASP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OF ANY CLAIM BY ANY OTHER PARTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR SOME PRODUCTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

THIS LIMITED WARRANTY SHALL BE VOID IF THE PRODUCT OR PARTS HAVE BEEN SUBJECTED TO MISUSE, ABUSE, ACCIDENT, IMPROPER INSTALLATION, IMPROPER MAINTENANCE, OR USE IN VIOLATION OF VSD'S WRITTEN INSTRUCTIONS, OR WHERE THE PRODUCT HAS BEEN ALTERED OR MODIFIED WITHOUT VSD'S PRIOR AUTHORIZATION, OR UPON THE REMOVAL OR ALTERATION OF VSD'S FACTORY SERIAL NUMBER. LABOR SERVICE CHARGES FOR PRODUCT INSTALLATION, SET UP AND ADJUSTMENT OF CONTROLS ARE NOT COVERED BY THIS LIMITED WARRANTY.

Questions? If you have any questions, please check VSD's Web Site for a current e-mail contact for support:

Web Site: <https://us.medical.canon/VSD>

No person, agent, distributor, dealer, authorized service provider, or company is authorized to change, modify, or extend the terms of this Limited Warranty in any manner whatsoever. The time within which an action must be commenced to enforce any obligation of VSD arising under this Limited Warranty or under any statute, or law of the United States or any state thereof, is hereby limited to one (1) year from the end of the Limited Warranty period. This limitation does not apply to implied warranties arising under state law. Some states do not permit limitation of the time within which You may bring an action beyond the limits provided by state law, so the above provision may not apply to You. This Limited Warranty gives You specific legal rights and You may also have other rights which vary from state to state.

CANON MEDICAL SYSTEMS USA, INC.

Video Sensing Division

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