Limited Warranty – CANON MEDICAL SYSTEMS USA, INC. Video Borescope Inspection Camera

CANON MEDICAL SYSTEMS USA, INC. - Video Sensing Division ("VSD") makes the following limited warranties with regard to this Video Borescope Inspection Camera which consists of the Camera Control Unit module (the, "CCU") and the Camera Head, sensor and cable, and insertion wire module (collectively, the "Head") (CCU and the Head are referred to herein collectively as the "Product"). These limited warranties extend to the Original End-User ("You[r]"). SV-1000 product configuration is not for use in surgical endoscope and medical instrument inspection applications.

One (1) Year Limited Warranty of Labor and Parts

VSD warrants that: the CCU will perform in accordance with specifications for a period of one (1) year from the date of purchase by the Original End-User, and the Head will perform in accordance with specifications for a period of ninety (90) days from the date of purchase by the Original End-User. During the respective limited warranty periods, VSD will repair or replace the CCU or the Head, 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 NON-CONFORMING CCU AND/OR THE HEAD. IN NO EVENT WILL VSD OR ITS SUPPLIERS 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 SUPPLIERS, 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.

WHAT DOES THIS WARRANTY NOT COVER?

SERVICE MADE NECESSARY BY ACCIDENT, MISUSE, ABUSE, NEGLECT, IMPROPER INSTALLATION/MAINTENANCE, MODIFICATIONS OR ALTERATIONS WITHOUT VSD'S PRIOR AUTHORIZATION, FIRE, ACTS OF GOD, REPAIRS BY NON-VSD AUTHORIZED SERVICE PROVIDERS, USE OUTSIDE OF VSD'S ENVIRONMENTAL OR OPERATING PARAMETERS.

SERVICE OF PRODUCT ON WHICH THE FACTORY LABEL OR LOGO, RATING LABEL OR SERIAL NUMBER HAVE BEEN DEFACED OR REMOVED. IN ADDITION, CABLE CUTS, NICKS AND SENSOR CABLE KINKS, CRUSHING OR BENDING WHICH EXCEED MINIMUM BENDING RADIUS, SERVICE MADE NECESSARY BY IMPROPER PROTECTION AND/OR HANDLING DURING CLEANING AND/OR DISINFECTION OR LIGHT LEAKS LOCATED WITHIN THE FLEXIBLE SENSOR SHEATH ARE SPECIFICALLY EXCLUDED FROM WARRANTY REPAIR OR REPLACEMENT.

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 2441 Michelle Drive, Tustin, CA 92780

Copyright © 2019 CANON MEDICAL SYSTEMS USA, INC. All rights reserved.