

Biomedx Microscope System Limited Warranty

Biomedx warrants that its microscopes and related accessories bearing the Biomedx label (individually a "Product" and collectively the "Products") will be free from defects in materials and workmanship under normal use and service for a period, beginning from the date of purchase, of ;

- A) five (5) years for mechanical or optical defects and
- B) one (1) year for electrical, or wear-related components.

If any Product proves to be defective within the relevant warranty periods, the customer must return the defective Product to Biomedx with; 1) invoice showing date and place of purchase, 2) a detailed description of the problem.

Biomedx at its sole discretion, will repair, replace, or adjust the defective Product, provided that a Biomedx investigation and factory inspection disclose that 1) such defect developed under normal and proper use and 2) the Product is covered under this limited warranty. Repair, replacement, or adjustment of defective Products shall be Biomedx sole obligation and the customer's sole remedy hereunder. The customer is liable and shall pay for shipment of the products to Biomedx.

Biomedx shall not be obligated to perform preventive maintenance, installation, de-installation, relocation, or maintenance. Biomedx reserves the right to 1) use reconditioned, refurbished, and/or serviceable used parts (that meet Biomedx quality assurance standards) for repairs and 2) make an internal or external design and/or feature changes on or to its Products without any liability to incorporate such changes on or to the Products.

Excluded from this limited warranty and not warranted by Biomedx in any fashion, either express, implied, or by statute, are:

- A) products not manufactured or represented by Biomedx as OEM/VAR and/or not bearing the "BIOMEDX" brand label (the warranty coverage for products of other manufacturers, which may be distributed by Biomedx, is the responsibility of the manufacturers of such products in accordance with the terms and duration of such manufacturers warranties;
- B) any Product which has been disassembled, repaired, tampered with, altered, changed, or modified by persons other than Biomedx own personnel unless repair by others is made with the written consent of Biomedx;
- C) defects or damage to the Products resulting from wear, tear, misuse, negligence, sand, liquids, impact, cold, heat, light, humidity, fungus, other life form infestation, improper storage, non-performance of scheduled operator and maintenance items, or use of non-Biomedx brand accessories, consumables, or supplies;
- D) software programs;
- E) supplies and consumables.

Except for the limited warranty set forth above, Biomedx makes no and disclaims all other representations and warranties, whether express or implied, concerning the Products including but not limited to any implied warranties of merchantability or fitness for a particular purpose, or concerning any patents or technology used or included therein. If any implied warranties apply as a matter of law, they are limited in duration to the length of this limited warranty. All guarantees, warranties, conditions, and representations whatsoever, either express or implied, whether arising under any statute, law, commercial usage or otherwise, are hereby expressly excluded.

The customer acknowledges and agrees that Biomedx shall not be responsible for any damages that the customer may incur from delayed shipment, Product failure, Product design, selection, or production or from any other cause, whether liability is asserted in contract, tort, (including negligence and strict product liability) or otherwise. In no event shall Biomedx be liable for any indirect, incidental, consequential, or special damages of any kind (including without limitation loss of profits or loss of use), whether or not Biomedx shall be or should be aware of the possibility of such potential loss or damage.

Representations and warranties made by any person, including but not limited to dealers and representatives of Biomedx, which are inconsistent or in conflict with the terms of this limited warranty, shall not be binding upon Biomedx unless reduced to writing and approved by an expressly authorized manager of Biomedx.

This limited warranty is the complete and exclusive statement of warranty which Biomedx agrees to provide with respect to the products and it shall supersede all prior and contemporaneous oral or written agreements, understandings, proposals, and communications pertaining to the subject matter hereof.

This limited warranty is exclusively for the benefit of the original customer and cannot be transferred or assigned.

If you have questions or need help: find our current contact information on the internet at biomedx.com.