

## Varian Medical Systems, X-Ray Products ("Varian") CT X-Ray Tube Warranty Conditions

### Computerized Tomography X-Ray Tube Limited Warranty

Varian warrants the X-Ray Tubes it manufactures to be free from defects in material and workmanship that impair their performance and to be in substantial compliance with operational features of Varian's published specifications at the time of sale. Varian's warranty shall continue for the period of time specified below or as specified on Varian's quotation or agreed to in writing by Varian.

### X-Ray Tube Warranty Period

Warranty period is twelve (12) months from date of installation but in no event later than eighteen months from date of shipment from Varian's factory.

### Remedies

If Varian examination confirms that an X-Ray Tube has failed during the Warranty Period through no fault of Customer, the Customer's sole and exclusive remedy shall be according to one of the following:

### Non-Prorata Scans/Slices Warranty

If failure occurs during the non-prorata warranty, Varian will, at Varian's option, either repair or replace the X-Ray Tube upon return of the failed X-Ray Tube to Varian. The warranty period remaining on the X-Ray Tube, at the time the tube is taken out of service, shall apply to the repaired tube or the replacement tube that is returned to the Customer by Varian.

### Prorata Scans/Slices Warranty

If failure occurs during the prorata warranty, Varian will at Varian's sole option either: (1) refund the prorata portion of the purchase price, (2) repair the X-Ray Tube, upon return of failed X-Ray Tube to Varian, or (3) apply a prorata credit on a replacement order for a new X-Ray Tube. Refund or credit amount is determined as follows:

$$\text{Credit} = (A - B) \frac{C - D}{C} + B$$

**Where:** A = Purchase Price  
 B = Housing Trade-in credit/Exchange credit  
 C = Number of warranty scans/slices  
 D = Number of scans/slices of use

**Note:** Non-prorata and prorata scans/slices are those provided at time of purchase.

### X-Ray Tube Warranty Conditions

All remedies are expressly conditioned on all the following:

1. Repairs and adjustments of X-Ray Tubes must be made (or directed in writing) by authorized Varian personnel only. Unauthorized repairs or adjustments will void this warranty.
2. The X-Ray Tube must have been used under normal operating conditions within the respective Varian-specified ratings and according to Varian operating instructions. Misuse, abuse, or improper installation will void this warranty.
3. Customer must give Varian written notice of X-Ray Tube failure before the end of the X-Ray Tube Warranty Period, and return it prepaid to Varian with a completed SERVICE REPORT describing the reason for return, operating conditions, dates of installation and removal.
4. Unless otherwise agreed by Varian, Customer shall pay costs of shipping for X-Ray Tubes returned to Varian for repair or adjustment, shall be responsible for loss or damage in transit, and shall file claims for loss or damage in transit.

### Exclusion of Implied Warranties

This limited warranty is expressly in lieu of and EXCLUDES all other express or implied warranties including but not limited to warranties of MERCHANTABILITY and of FITNESS for a particular purpose, use, or application.