

## Warranty

Varian Medical Systems, X-Ray Products ("Varian") warrants its X-Ray Tubes ("X-Ray Tubes") as follows:

### 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 Periods

Standard warranty periods for particular X-Ray Tubes are listed below. If no period of time is so stated or agreed, then Varian's warranty is limited to thirty (30) days. Different standard or agreed warranty periods may apply.

Varian X-Ray Tube Type	Standard Warranty Periods
Medical/Glass (1)	12 Months Non-Prorata*
Mammography	12 Months Prorata*
Metal Center Section Tubes	24 Months Prorata**

(1) Optional 24 Month Prorata Warranty - see reverse side

\*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.

\*\*Warranty period is twenty-four (24) months from date of installation but in no event later than thirty (30) 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 Period** - If failure occurs during a non-prorata Warranty Period, Varian will, at Varian's option and at no cost to Customer, 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 Period** - If failure occurs during a prorata warranty period, Varian will at Varian's sole option either: (1) refund the prorata portion of the purchase price, (2) repair the X-Ray Tube, at no cost to the Customer, 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 = Trade-in credit/Exchange credit  
C = Number of warranty days  
D = Number of days of use

**Note:** Industrial X-Ray Tubes and CT X-Ray Tubes are warranted as specified on separate Varian Warranty forms for the specific type of X-Ray Tube.

### X-Ray Tube Warranty Conditions

All remedies are expressly conditioned on all the following:

- 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.
- 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. Varian shall make the sole final determination about whether failure occurred in normal operation (under warranty) or whether the X-Ray Tube was subjected to other than normal operation (excluded from 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, counter readings at installation and removal, and other pertinent information. Varian may solely determine probable number of scans or hours of usage of the X-Ray Tube when no accurate records can be found. All repairs not within warranty will be invoiced at prevailing rates, but Varian will not begin work without Customer's approval of charges.

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.

5. The Warranty Period remaining on the date Varian received notice of failure shall apply to the repaired or replaced X-Ray Tube from the date of reshipment to Customer.

### Exclusions from Coverage

Varian's warranties shall not apply to the extent that malfunction is caused in Varian's reasonable opinion by (1) accident, abuse, alteration, misuse, or neglect, (2) failure to use Products under normal operating conditions or environment, or within Varian specified ratings, or according to any operating instructions provided by Varian, (3) lack of routine care or maintenance as indicated in any Varian operating or maintenance instructions, (4) failure to use or take any proper precautions under the circumstances, (5) user modification of any Product or Software, or (6) latent defects discovered after expiration of the applicable warranty period. This warranty does not cover Buyer-supplied software, equipment warranted by another manufacturer, or replacement of expendable, consumable, or limited life items.

### Exclusion of Implied Warranties

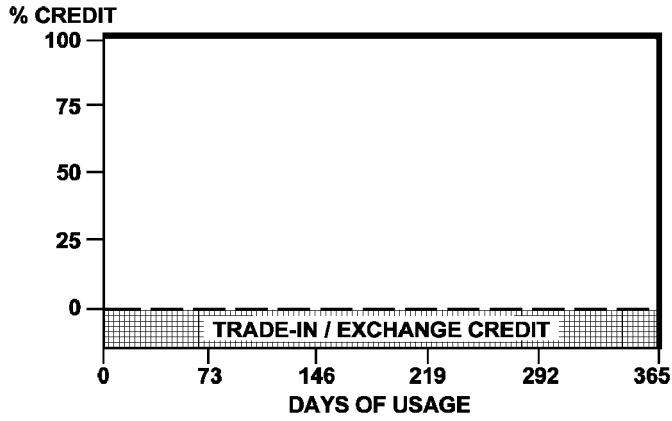
This limited warranty is expressly in lieu of and EXCLUDES all other express or implied warranties including but not limited to warranties of MERCHANTABILITY and of FITNESS for a particular purpose, use, or application.

### Limitations on Damages and Liability

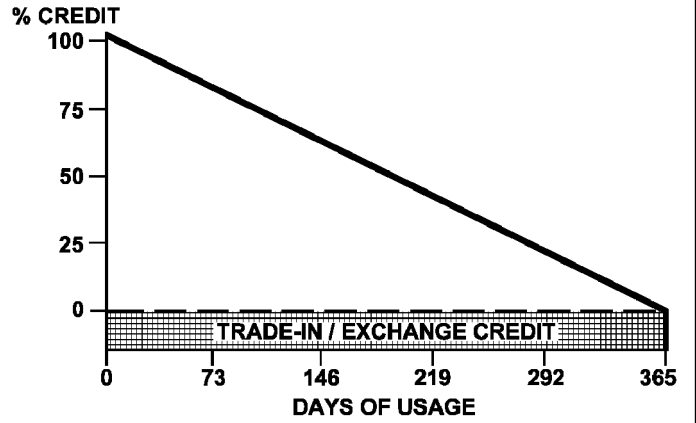
VARIAN'S TOTAL LIABILITY IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY VARIAN FOR THE UNIT OF PRODUCT, SERVICE OR SOFTWARE FURNISHED OR TO BE FURNISHED RESULTING IN THE LOSS OR DAMAGE CLAIMED. IN NO EVENT SHALL VARIAN BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL LOSS OR DAMAGES OF ANY KIND, SUCH AS, BUT NOT LIMITED TO, LOST BUSINESS REVENUE, LOST PROFITS, OR COSTS OF DOWNTIME RESULTING FROM VARIAN'S PRODUCTS, SERVICES, OR SOFTWARE, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. Liability to third parties for bodily injury, including death, resulting from Varian's performance or Products shall be determined according to applicable law. No claims, regardless of form, arising out of, or in any way connected with Products, Software, or Services furnished by Varian, may be brought by Buyer more than one (1) year after the cause of action has accrued or Varian's performance has been completed or terminated, whichever is earlier.

# STANDARD WARRANTY

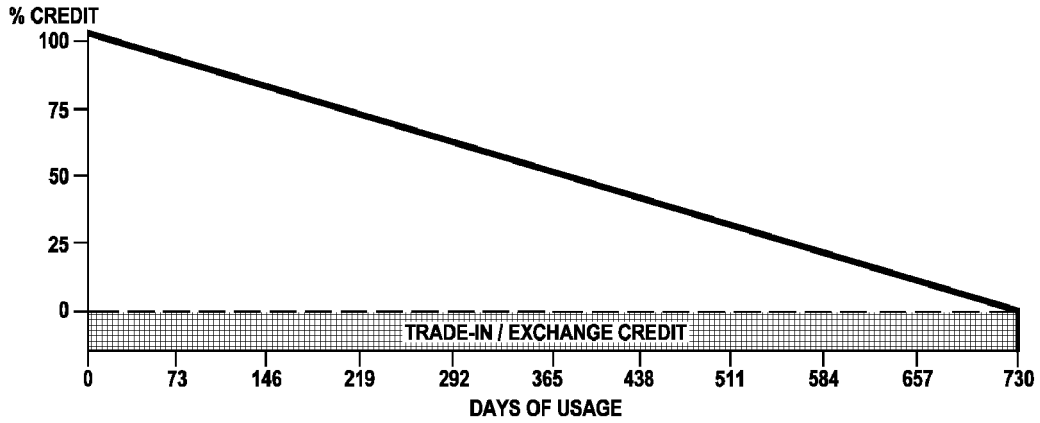
## 12 MONTH NON-PRORATA (NPR)



## 12 MONTH PRORATA



## 24 MONTH PRORATA



# MEDICAL/GLASS TUBE - OPTIONAL WARRANTY

## 24 MONTH PRORATA WITH 12 MONTH NON-PRORATA (NPR)

