

WARRANTY

Dunlee warrants this product shall be free of defects in material and workmanship and will meet the technical performance and ratings specifications contained in the applicable Technical Data Sheets published by Dunlee as of the date of shipment. Dunlee warrants said products on a prorated basis as stated below. Dunlee's obligation under this warranty is limited in accordance with the periods of time or usage and all other product(s) in accordance with the provisions stated below, provided that, Dunlee may elect to refund a prorated portion of the purchase price of the product, if the defective product was replaced with Dunlee product. Warranty credit may be denied for defective Dunlee products replaced with other manufacturer's products. Defective products are those found upon examination by Dunlee to be inoperative within the periods and applications specified herein due to traceable defects in original materials or workmanship.

WARRANTY PERIOD

The warranty period for x-ray tube products (herein x-ray) shall commence (i) on the date of installation and end 24 months thereafter or (ii) commence on the date of shipment and end 26 months thereafter, whichever occurs first. The warranty period for high performance (vascular) tubes shall (i) commence on the date of installation and end 12 months thereafter or (ii) commence on the date of shipment and end 14 months thereafter. The warranty period for Computed Tomography (herein CT) shall (i) commence on the date of installation and end 12 months thereafter or (ii) commence on the date of shipment and end 14 months thereafter or (iii) commence on the date of installation and end on the product attaining number of warranted exposures, whichever comes first.

LIMITATIONS ON WARRANTY

Warranty adjustments will only be considered if a product fails or becomes inoperative within the published technical performance and ratings specifications, and is used under "normal intended usage." Use of the product under "other than normal intended usage" applications shall be without warranty. Additionally, the warranty does not apply to any loss, damage, failure and/or malfunction relating in any way to shipping, storage, accident, abuse, misuse, alteration or equipment malfunction. The entire obligation of Dunlee under this warranty is to repair or replace the defective products, or at its option, to issue credit or refund. In no event shall Dunlee be liable for consequential or special damages.

WARRANTY TERMS

- Warranty consideration will be given only for products returned to Dunlee properly packaged and accompanied by a "Tube Return Form."
- All shipping costs for a warranty refund product to Dunlee are the responsibility of the purchaser and must be prepaid.
- All repairs including parts and labor made under the term of this warranty will be at no charge.
- Warranty will only be extended to the original purchaser. Transfer of warranty will not be honored without expressed prior written authorization of Dunlee.
- Warranty claims will be accepted up to 30 days after the expiration of the warranty if the failure occurred during the warranty period. This grace period will allow time for the purchaser to return the product should the failure occur during the last month of warranty.

REPLACEMENT CREDIT ALLOWANCE

Credit allowances will be computed on the basis of "Premature or Prorated Allowance." A premature failure is defined as early failure and, at Dunlee's option, will be replaced at no cost to the purchaser or a full credit will be issued. The period for premature failure for products commences upon installation and will end:

- X-Ray Tubes 3 months
- High Performance (vascular) Tubes 1 month
- CT Tubes 3,000 exposures

The prorated allowance for x-ray tubes is computed as:

- $100\% - \frac{\text{Number of months after installation}}{24} \times 100$ (in % not to exceed 100%)

The prorated allowance for high performance (vascular) tubes is computed as:

- $100\% - \frac{\text{Number of months after installation}}{12} \times 100$ (in % not to exceed 100%)

A prorated allowance for CT tubes is:

- $100\% - \frac{\text{Exposure Used}}{\text{Exposures Warranty}} \times 100$ (in % not to exceed 100%)

CT Product Warranties vary with specific products and applications. The exposures warranty is listed in the Dunlee Price Book. The warranties set forth above are expressly in lieu of any other warranties, express or implied, including without limitation, any warranty of merchantability or fitness for particular purpose, and in lieu of any other obligations liability on the part of Dunlee. Dunlee neither assumes (nor has authorized any person to assume for it) any other warranty or liability in connection with the products. The purchaser's sole remedies for breach of such warranties are set forth in this warranty. Dunlee will have no liability for any consequential, incidental, or special damages by person of any act or omission or arising out of or in connection with the products, or with the sale, delivery, installation, maintenance, operation, performance or use of the products, including (by way of example and not by way of limitation) any damages, expenses, or losses incurred by reason of loss of use, lost revenues, lost profits, damage to associated equipment or to facilities, or services, cost of capital, cost of substitute products, facilities or services, cost to replacement power, cost associated with down time, and any similar and dissimilar damages, expenses, or losses.