



LIMITED WARRANTY ON INDEV R PRODUCTS AND SERVICES

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

InDevR, Inc. (“InDevR”) provides the following warranties on its products and services. InDevR extends these warranties only to the original customer of the products. These warranties do not extend to the subsequent owners or transferees of any products. The services warranties apply only if the services are completed by InDevR or an InDevR authorized service agent.

General Product Warranty: InDevR warrants that, at time of shipment, all products sold by InDevR to be free from defects in workmanship or material and conform to specifications, if applicable. InDevR, at its sole discretion agrees to replace or repair non-conforming product if notified within thirty (30) days of product receipt.

Equipment Warranty: In addition to the General Product Warranty, InDevR warrants that at time of shipment all Equipment sold by InDevR to be free from defects in workmanship or material and conform to specifications, if applicable, for one year, under normal use and service. After the one year warranty period, customer will be billed for service at prevailing prices unless customer purchases an Annual Service Contract. If efforts to correct problems remotely are unsuccessful, InDevR will request that the Equipment be returned for service at which time the technical support representative shall perform all necessary repair service for the Equipment or otherwise correct any material failure or malfunction. A failure or malfunction shall be considered “material” if it represents a substantial nonconformity with InDevR’s published specifications for the Equipment. InDevR will provide all parts required to affect a repair covered under its service obligation, except for consumables and subject to the limitations contained below. All defective parts become the property of InDevR.

All Manufacturer’s Warranties shall run for a period of 12 months (“Warranty Period”) beginning the date of shipment by InDevR.

Service Warranty: The warranty period for service parts and labor is the greater of (a) the remaining warranty period or service contract of the product, or (b) 90 days from the completed service date when parts were installed, or work was performed.

Contract Services Warranty: InDevR warrants that (i) it has the necessary facilities, equipment, tools, capacity, expertise and other resources needed to conduct the Testing Service, without resort to subcontractors; (ii) it has the full right to enter into this engagement and that it is not subject to any conflicting obligation or legal impediment that might preclude or interfere with the performance of its obligations hereunder, or that might impair the acceptance of the resulting data by regulatory or health authorities; and (iii) neither it, nor any of its agents, employees or other personnel who will participate in the performance of the Testing Service Plan have been, are currently, or are the subject of a proceeding that could lead to their or such employees or agents becoming debarred by the FDA under Article 306 of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 335(a). InDevR shall immediately notify the Customer in writing in the event that any of the foregoing statements becomes untrue.



Warranty Limitations

- (a) Only the original customer of InDevR may enforce this warranty and this warranty only applies to products purchased directly from InDevR or an authorized InDevR distributor. The warranty period begins the day the Product is shipped to the customer. Liability under this warranty is limited to repair or replacement of any parts which prove to be defective within the applicable warranty period.
- (b) InDevR shall not be obligated under this warranty to replace or repair damaged or malfunctioning parts or instruments resulting from:
 - 1. transportation to the customer's facility. Customer should examine boxes upon receipt for evidence of damage caused in transit but should not unpack the Products unless instructed otherwise. If damage is found, Customer must notify InDevR and the carrier immediately. Keep all packages, materials and documents, including the freight bill, invoice and packing list.
 - 2. attempts by personnel other than InDevR representatives to repair or service Products or Equipment except for routine operational maintenance as set forth in the operation manual or as directed by an InDevR representative;
 - 3. improper use or connection to incompatible equipment, software or peripherals;
 - 4. the use of non-InDevR supplies or consumables, or supplies or consumables not specified for use with the product;
 - 5. modification of product or integration of the product with other products when the effect of such modification or integration increases the time or difficulty of servicing the instrument, or degrades performance or reliability;
 - 6. the use of the product in a manner not meeting the environmental, electrical or operating specifications set forth in the operations manual;
 - 7. incorrect voltages, improper external inputs, externally caused short circuits;
 - 8. acts of God or nature, acts of terrorism, explosion, flood, fire, earthquake, war, and riots;
 - 9. customer neglect or misuse, improper operation, or the failure to perform routine operational maintenance;
 - 10. routine wear of parts, such as lamps, unless failure occurred prior to expected lifetime of parts.
- (c) Customer shall reimburse InDevR at current service fees, including all parts and labor charges, for all work of InDevR or its Representative incurred in investigating any failure or malfunction that InDevR reasonably determines to not be included in the warranties provided herein.
- (d) InDevR warrants that its proprietary software will function on the internal computer provided the operating system or hardware is not modified or changed in any way. InDevR does not warrant that the functions contained in the software will meet Customer requirements, or that the operation of the software will be uninterrupted and error-free, or that all defects in the software will be corrected.



How to Obtain Warranty Service?

Warranty claims must be submitted in writing to InDevR or from whom the product was purchased within thirty (30) days of the discovery of the nonconformance, or the nonconformance will be deemed to have been waived. To obtain warranty service, customer must email support@indevr.com during the applicable warranty period.

The nonconforming product(s) may be required to be returned to InDevR or the InDevR authorized distributor from whom the product was purchased for inspection and verification of the nonconformance. If product required to return to InDevR Customer will be provided a Return of Materials Authorization (“RMA”) number. No warranty service will be provided without an RMA number.

InDevR will not be responsible for any costs and expenses incurred for the shipment of the nonconforming product(s) (or part(s) thereof) to InDevR, however, InDevR shall bear the expenses of shipping the replacement product(s) (or part(s) thereof) to the purchaser if InDevR elects to replace the product(s) (or part(s) thereof). It is recommended that the customer keep the original instrument packaging for return shipment.

Limitation

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. INDEV R'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER FOR THE DEFECTIVE PRODUCT, NOR SHALL INDEV R UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.