



SERIAL # _____

WARRANTY

Manufacturer, X-Cel X-Ray Corporation, warrants to Buyer, for the time period set forth below, that the new X-Cel X-Ray equipment sold under the Serial Number set forth above is of kind and quality as specified in the invoice and shall be free from defects in material and manufacturing workmanship as described below. Manufacturer further warrants that said equipment was manufactured in conformance with the Federal Performance Standard: 21CFR 1020.

TIME PERIOD

Except as limited below, defects in material and manufacturing workmanship relating to the mechanical operations of the equipment are warranted herein for a period of sixty (60) months from the date of original installation provided said equipment has been installed according to manufacturer's instructions and a completed Warranty Registration/Installation Report, as attached hereto, has been received by X-Cel X-Ray Corporation. IF SAID WARRANTY REGISTRATION/INSTALLATION REPORT IS NOT FULLY COMPLETED AND RETURNED TO X-CEL X-RAY CORPORATION UPON INSTALLATION OF SAID EQUIPMENT, THIS WARRANTY SHALL NOT APPLY AND IS VOID.

Defects in material and manufacturing workmanship relating to the X-ray tube and to the electrical operation of the equipment are warranted herein for a period of twenty-four-(24) months from the date of original installation in accordance with the conditions required above as to installation and completion of the Warranty Registration/Installation Report. Upon expiration of said twenty-four (24) month period relating to the electrical operation of the equipment, the terms of the Warranty shall be limited to the following:

Time Period (from original installation):	Manufacturer's Obligation:	Buyer's Obligation:
From the 24th month to the 36th month	75% of cost of repairs or replacement	25% of cost of repairs or replacement
From the 36th month to the 48th month	50% of cost or repairs or replacement	50% of cost of repairs or replacement
From the 48th month to the 60th month	25% of cost of repairs or replacement	75% of cost of repairs or replacement

From and after the 60th month from the date of original installation, the Manufacturer shall have no obligation under this warranty.

DISCLAIMER OF UNSTATED WARRANTIES

THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THIS PURCHASE. ALL OF THE OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

SCOPE OF WARRANTY

Manufacturer's obligation under this Warranty shall be limited, at the Manufacturer's election, to either: (a) the repair of any defective part or parts or (b) making available at the place of assembly any necessary repaired or replacement part or parts of assemblies. Written notice of any defect shall be given by Buyer to Manufacturer within thirty (30) days after the defect appears.

Manufacturer's obligation herein is conditioned upon the following: (a) proper use and maintenance of the equipment and conformance with any applicable recommendations of Manufacturer and (b) Buyer making the equipment available for inspection and correction, if necessary, after written notification set forth above. Manufacturer does not warrant any products of others where Manufacturer serves solely as a distributor or reseller of such product. Manufacturer does not warrant against any mechanical or electronic modifications to the product performed by Buyer or any third party and this Warranty shall not apply to any such mechanical or electronic modifications, and the Manufacturer shall have no liability for any damages, whether consequential. Incidental, indirect, special, tort or contract damages of any kind, including but not limited to, any loss of profits or expectations, caused by or related to such modifications.

All shipping charges and rental fees are the responsibility of the Buyer. Labor charges outside of the Manufacturer's factory are the responsibility of the Buyer, unless approved in writing by Manufacturer.

LIMITATION OF LIABILITY

THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTS IS SET FORTH IN THIS WARRANTY. THE WARRANTY SET FORTH ABOVE IS THE ONLY WARRANTY APPLICABLE TO THIS PURCHASE AND IS EXTENDED ONLY TO BUYER AND NOT TO ANY SUCCESSIVE BUYERS, USERS OR THIRD PARTIES, OR EMPLOYEES. IN NO EVENT SHALL MANUFACTURER HAVE ANY LIABILITY WHATSOEVER FOR PAYMENT OF ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, TORT OR CONTRACT DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF PROFITS OR EXPECTATIONS.