



WARRANTY

Manufacturer warrants to Buyer, for the timer period set forth below, that the new X-Cel X-Ray equipment sold under Serial Number indicated is of kind and quality as specified in said 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 21 CFR 1020.

TIME PERIOD

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 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.

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 conditions set forth above. Subsequent to the expiration of said defects in material and manufacturing workmanship relating to the electrical operation of the equipment on the following pro-rated basis:

Time Period	Manufacturer's Obligation	Buyer's Obligation
From the 24 th month to the 36 th month	75% of cost of repairs or replacement	25% of cost of repairs or replacement
From the 36 th month to the 48 th month	50% of cost of repairs or replacement	50% of cost of repairs or replacement
From the 48 th month to the 60 th month	25% of cost of repairs or replacement	75% of cost or 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. ALLOF 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 obligations 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 (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.

All **Shipping charges** and Rental Fees are the responsibility of the Buyer. **Labor charges** outside of the X-Cel X-Ray factory are the responsibility of the buyer.

LIMITATION OF LIABILITY

THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY IS SET FORTH ABOVE. THE WARRANTY SET FORTH ABOVE IS THE ONLY WARRANTY APPLICABLE TO THIS PURCHASE AND IS EXTENDED TO BUYER ONLY 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.