OLYMPUS®

Your Vision, Our Future

Limited Warranty

Olympus America Inc. ("Olympus") warrants that the enclosed Olympus products (individually a "Product" and collectively the "Products") will conform to current Olympus-published specifications and will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of invoice. *(See Annex A for certain Product warranty periods and terms, which augment and/or differ from the foregoing standard one-year limited warranty.)* If any Product proves to be non-conforming or defective within such warranty periods, the customer must return such Product to Olympus. Olympus, at its sole discretion, will repair or replace the non-conforming or defective Product, provided that Olympus investigation and factory inspection disclose that (a) such non-conformity or defect developed under normal and proper use and (b) the Product is covered under this limited warranty. Repair or replacement of non- conforming or defective Products shall be Olympus's sole obligation and the customer's exclusive remedy hereunder. The customer is liable and shall pay for shipment of the Products to and from the authorized Olympus service facility. Olympus shall not be obligated to perform preventive maintenance, installation, deinstallation, relocation, or maintenance. Olympus reserves the right to (i) use reconditioned, refurbished, and/or serviceable used parts (that meet Olympus's quality assurance standards) for warranty or any other repairs and (ii) make any internal or external design and/or feature changes on or to its products without any liability to incorporate such changes on or to the Products. The use of reconditioned, refurbished, or serviceable used parts may include, without limitation, replacing or exchanging major components of the Products such as a control unit or light guide tube.

Excluded from this limited warranty and not warranted by Olympus in any fashion, either express, implied, or by statute, are:

(a) products and accessories not manufactured by Olympus and/or not bearing the "OLYMPUS" brand label (the warranty coverage for products and accessories of other manufacturers, which may be distributed by Olympus, is the responsibility of the manufacturers of such products and accessories in accordance with the terms and duration of such manufacturers' warranties);

(b) any Product which has been disassembled, repaired, tampered with, altered, changed, or modified by persons other than Olympus's own authorized service personnel unless repair by others is made with the written consent of Olympus;

(c) defects or damage to the Products resulting from wear, tear, misuse, abuse, negligence, impact, improper storage, non-performance of scheduled operator and maintenance items, or use of non- OLYMPUS brand accessories, consumables, or supplies, or non-approved reprocessing methods;

(d) software programs;

(e) supplies and consumables (including but not limited to lamps and cables);

(f) testing or certification of the Products' leakage current;

(g) thermal head printers;

(h) Products which do not contain a validly placed and recorded Olympus serial number; and/or

(i) any other exclusions applicable to those Products listed and as described on Annex A.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, OLYMPUS MAKES NO AND DISCLAIMS ALL OTHER REPRESENTATIONS, GUARANTIES, CONDITIONS, AND WARRANTIES CONCERNING THE PRODUCTS, WHETHER DIRECT OR INDIRECT, EXPRESS OR IMPLIED, OR ARISING UNDER ANY STATUTE, ORDINANCE, COMMERCIAL USAGE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR REPRESENTATION AS TO SUITABILITY, DURABILITY, DESIGN, OPERATION, OR CONDITION OF THE PRODUCTS (OR ANY PART THEREOF), OR THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR A PARTICULAR PURPOSE, OR RELATING TO THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHT USED OR INCLUDED THEREIN. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THIS LIMITED WARRANTY. SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY SO THE ABOVE DISCLAIMER AND EXCLUSIONS MAY NOT APPLY. THE CUSTOMER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE.

(see other side)

THE CUSTOMER ACKNOWLEDGES AND AGREES THAT OLYMPUS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT THE CUSTOMER MAY INCUR FROM DELAYED SHIPMENT, PRODUCT FAILURE, PRODUCT DESIGN, SELECTION, OR PRODUCTION OR FROM ANY OTHER CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL OLYMPUS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT OLYMPUS SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

In compliance with OSHA blood borne pathogen regulations and other applicable federal, state, and local regulations, Products that come into contact with potentially infectious material must be decontaminated before being returned to Olympus under this limited warranty. Products must also be returned to Olympus in adequate packaging materials. Representations and warranties made by any person, including but not limited to representatives, salespersons, or agents of Olympus, which are inconsistent or in conflict with or in addition to the terms of this limited warranty, shall not be binding upon Olympus unless reduced to writing and approved by an expressly authorized officer of Olympus.

This limited warranty is the complete and exclusive statement of warranty which Olympus agrees to provide with respect to the Products and it shall supersede all prior and contemporaneous oral or written agreements, understandings, proposals, and communications pertaining to the subject matter hereof.

This limited warranty is exclusively for the benefit of the original customer and cannot be transferred or assigned.

Annex A

1. Laparoscopic hand instruments are warranted for a period of 90 days from the date the Product is shipped to Buyer.
2. Olympus' Goldtip telescopes are warranted against damage caused exclusively by autoclave sterilization for a period of five (5) years from date the Product is shipped to Buyer. All Olympus telescopes are covered by this warranty, with the exception of EndoEYE video endoscopes, which are covered by a standard one-year warranty.

In addition to the exclusions set forth in the main text of the Limited Warranty statement, excluded from this special five (5) year warranty are those of Olympus' Goldtip endoscope Products which: (a) have been sterilized by a method other than steam autoclave of EtO gas sterilization; and/or (b) have experienced any kind of accelerated cooling methods after steam sterilization.

3. Lifetime warranty against thermal damage for the ceramic beak of Olympus Resection sheath Products for hysteroscopic and urological applications from the OES 4000 and OES Pro ranges.

In addition to the exclusions set forth in the main text of the Limited Warranty statement, this special lifetime warranty does not cover damage other than thermal damage and/or use of the aforementioned hysteroscopy and urology Products in conjunctions with nonOlympus equipment (including but not limited to electrodes).

4. Olympus Electrosurgical Generators Models ESG-400 and USG-400 are warranted for a period of five (5) years from the date the product is shipped to Buyer.

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