

PEARL BIOTECH LIMITED WARRANTY

USA

PEARL BIOTECH'S LIMITED WARRANTY

THIS LIMITED WARRANTY applies to Pearl Biotech hardware devices (Pearl Biotech Blue Transilluminator) (the "Products") sold after January 1, 2014.

(A) **WARRANTY** Pearl Biotech represents and warrants to the first End-User of original Products that the Products shall materially conform to Pearl Biotech's published specifications in effect as of the date of delivery, subject to the terms and conditions below.

(B) **FOR A WARRANTY CLAIM TO BE VALID** (i) notification must be made before the end of the Warranty Period, as defined below; (ii) conform to any additional stipulations of the Warranty Period, as defined below; (iii) must be substantiated with original proof of purchase, including the serial number of the Product(s).

(C) **CLAIM HANDLING** (i) the remedy shall be repair or replacement of the non-conforming hardware Product or part(s) of hardware Product in a commercially reasonable time by Pearl Biotech or its authorized representative as solely determined by Pearl Biotech or its authorized representative; (ii) Pearl Biotech shall bear the cost of repair and/or replacement and the shipping costs incurred therein provided, however, that the return is authorized via an RMA number and return instructions are followed; (iii) replacement parts or Products will either be new or refurbished and will be furnished on an exchange basis. If defective Parts are not returned, Pearl Biotech shall bill for parts. All replaced parts or Products become the property of Pearl Biotech.

(D) **WARRANTY PERIOD** Twenty four (24) months after the date of the first delivery of Product to first End-User.

(E) **EXCLUSIONS** The limited warranty obligations do not cover physical damage sustained from improper handling during shipping as well as normal wear and tear in use of Product. The limited warranty shall be voided if alleged Product failure was caused in whole or part by (i) unauthorized modifications, alterations or repair; (ii) parts or Consumables were installed and used that were not certified or approved by Pearl Biotech or its designated representative, including without limitation the use of filament not from Pearl Biotech; (iii) unusual physical or electrical stress; (iv) abuse, misuse, accident, neglect; (v) exposure to moisture, flooding, fire, electrical problems associated with incoming power or other acts not the fault of Pearl Biotech; (vi) failure to comply with Product instructions and/or documentation; (vii) to the extent allowed by applicable law, the Product has been removed from the country or region where it was originally sold by Pearl Biotech or its designated representative. No coverage under the Limited Warranty will exist if Pearl Biotech was not notified of the alleged defect or malfunction prior to

the expiration of the Warranty Period. Pearl Biotech shall make the final determination as to the existence and cause of any alleged defect.

(F) HOW TO GET WARRANTY SERVICE To make a claim under this Limited Warranty, please contact the authorized seller where the Product was purchased, or, contact Pearl Biotech Support (“Support”) via email at support@pearlbiotech.com. Support is available 9am to 6pm EST Monday through Friday.

(G) LIMITATIONS/DISCLAIMERS THIS LIMITED WARRANTY IS THE END-USER’S SOLE AND EXCLUSIVE REMEDY AGAINST Pearl Biotech WHERE PERMITTED BY LAW. EXCEPT FOR THIS LIMITED WARRANTY, PEARL BIOTECH MAKES NO OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, WITH REGARD TO THE PERFORMANCE OF ANY PRODUCT. WITHOUT LIMITATION OF THE FOREGOING, ALL IMPLIED WARRANTIES, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. PEARL BIOTECH WAIVES ALL LIABILITY FOR ANY INDIRECT, INCIDENTAL, COLLATERAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE OR LOSS OF PROFITS, EVEN IF PEARL BIOTECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.