

PORTASPEC® WARRANTY

Except with respect to x-ray tubes (*see separate warranty below*), the manufacturer warrants the equipment manufactured by it to be free from defects in material or workmanship for a period of two (2) years from the date of shipment to buyer by manufacturer or the manufacturer's authorized distributor. If the equipment or any part thereof becomes defective within two (2) years from such date, the defective equipment or part will be replaced or credit allowed therefore at the sole option of manufacturer, but without any credit or payment for any labor cost or expense.

CUSTOMER IS REQUIRED TO HAVE A NEW INSTRUMENT CALIBRATED BY THE MANUFACTURER, HIS REPRESENTATIVE OR DISTRIBUTOR WITHIN THE FIRST CERTIFICATION PERIOD IN ORDER FOR THE SECOND YEAR WARRANTY TO BE APPLICABLE. CALIBRATION HOURS ARE NOT COVERED UNDER WARRANTY.

The foregoing is the exclusive remedy for any buyer of manufacturer's equipment. The maximum damage liability of manufacturer is the cost of replacement of the equipment or part.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR STATUTORY, AND IS EXPRESSLY IN LIEU OF THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE MANUFACTURER SHALL NOT BE LIABLE FOR LOSS OR DAMAGE BY REASON OF STRICT LIABILITY IN TORT OR ITS NEGLIGENCE IN WHATEVER MANNER INCLUDING DESIGN, MANUFACTURE OR INSPECTION OF THE EQUIPMENT OR ITS FAILURE TO DISCOVER, REPORT, REPAIR, OR MODIFY LATENT DEFECTS INHERENT THEREIN.

THE MANUFACTURER, HIS REPRESENTATIVE OR DISTRIBUTOR SHALL NOT BE LIABLE FOR LOSS OF USE OF THE EQUIPMENT OR OTHER INCIDENTAL OR CONSEQUENTIAL COSTS, EXPENSES, OR DAMAGES INCURRED BY THE BUYER, WHETHER ARISING FROM BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY IN TORT.

The manufacturer does not warrant any equipment, part, material, component or accessory manufactured by others and sold or supplied in connection with the sale of manufacturer's products.

SEPARATE WARRANTY WITH RESPECT TO X-RAY TUBES

The warranty for the x-ray tube included in new equipment will be based on a pro rata basis for a period of five (5) years from the date of shipment. In the event that the x-ray tube fails during this warranty period, Cianflone Scientific will cover the cost of the x-ray tube based on the following schedule:

- 100% Cost for replacement the first year
- 80% Cost for replacement the second year
- 60% Cost for replacement the third year
- 40% Cost for replacement the fourth year
- 20% Cost for replacement the fifth year