

LIMITED WARRANTY TERMS AND CONDITIONS

THESE CONDITIONS SHALL GOVERN ANY SALE AND DELIVERY OF THE DENTAL PRODUCTS MANUFACTURED BY THE COMPANY - FUSION LASER LTD.

- 1 THE COMPANY WARRANTS THAT THE PRODUCTS, UNDER NORMAL INSTALLATION, TREATMENT AND USE, WILL BE FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF SEVEN (7) YEARS FROM DELIVERY DATE OF THE PRODUCTS (BEING THE ISSUANCE DATE OF THE PRODUCTS INVOICE).
- 2 THE COMPANY'S SOLE OBLIGATION UNDER THIS EXPRESS WARRANTY SHALL BE, AT THE COMPANY'S OPTION AND EXPENSE, TO REPAIR OR REPLACE WITHOUT CHARGE, PRODUCTS THAT ARE FOUND TO BE DEFECTIVE AND RETURNED WITHIN THE WARRANTY PERIOD. REPAIR OR REPLACEMENT OF THE PRODUCT SHALL NOT EXTEND THE ORIGINAL WARRANTY PERIOD. THE COMPANY'S SOLE AND EXCLUSIVE LIABILITY UNDER THIS WARRANTY, AND BUYER'S EXCLUSIVE REMEDY, SHALL BE THE REPAIR OR REPLACEMENT OF THE PRODUCT. HOWEVER, THE COMPANY MAY, AT ITS SOLE OPTION, DECIDE THAT THE PRODUCTS SHALL BE RETURNED - INSTEAD OF BEING REPAIRED OR REPLACED - AND THE PRICE FOR THE PRODUCTS WILL BE REFUNDED. PRODUCTS RETURNED OR OTHERWISE REJECTED SHALL BE DELIVERED TO THE COMPANY AT BUYER'S EXPENSE, ACCORDING TO THE COMPANY'S DELIVERY INSTRUCTIONS. ALL PRODUCTS RETURNED OR REJECTED MUST BE ACCOMPANIED BY THIS WARRANTY CERTIFICATE IMPRINTED WITH THE SERIAL NUMBER OF THE PRODUCT. REPAIRED OR REPLACED PRODUCT SHALL BE DELIVERED AT THE COMPANY'S OFFICES.
- 3 CREDIT FOR PRECIOUS OR SEMI-PRECIOUS MATERIALS SHALL COMMENCE ONLY ONCE THE DEFECTIVE PRODUCT IS RETURNED TO THE COMPANY CLEANED FROM ANY REMAINS OF CERAMICS OR ANY OTHER MATERIAL.
- 4 THIS LIMITED WARRANTY DOES NOT COVER CHEMICAL, THERMAL OR PHYSICAL DAMAGE TO THE PRODUCT, INCLUDING BREAKAGE, DEFORMATIONS, CRACKS OR SCRATCHES. THIS WARRANTY ALSO DOES NOT APPLY IF DAMAGE OR FAILURE IS CAUSED BY MISUSE, FAULTY INSTALLATION OR DENTAL TREATMENT IN THE PATIENT'S MOUTH, NEGLIGENCE, ACCIDENT, OR OPERATING THE PRODUCT IN A MANNER FOR WHICH IT IS NOT INTENDED, OR IF UNAUTHORIZED ALTERATIONS OR REPAIRS HAVE BEEN MADE BY ANYONE OTHER THAN THE COMPANY. BUYER WILL BE CHARGED FOR ALL PRODUCT REPAIRS OR REPLACEMENTS FOR DAMAGE OR FAILURE NOT COVERED BY THIS LIMITED WARRANTY.
- 5 IN NO EVENT SHALL THE COMPANY, ITS AGENTS, OFFICERS OR EMPLOYEES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING (WITHOUT LIMITATION) SPECIAL, DIRECT OR INDIRECT, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, BODILY OR PROPERTY DAMAGES, OR DAMAGES RESULTING FROM USE OF OR RELIANCE ON THE PRODUCTS, LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR COSTS OF REPLACEMENT GOODS.
- 6 EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, THE COMPANY MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED, AND TO THE EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 7 INSTALLATION OF THE PRODUCT IN THE PATIENT'S MOUTH INDICATES THAT THE PATIENT FULLY AGREES TO ALL TERMS AND CONDITIONS AS DESCRIBED UNDER THIS WARRANTY.

www.fusion-laser.com