



KONICA MINOLTA

**Digital Radiography Solutions
Standard Limited Warranty Statement and Limitations of Liability
United States and Canada**

This Statement of Warranty is intended to advise the purchaser of the equipment defined below of the warranty applicable to such equipment and the terms and conditions of said warranty if purchased and installed within the United States of America and Canada. Installation, if applicable, must be performed by Konica Minolta Healthcare Americas, Inc. (KMHA) or an authorized KMHA service technician.

Definitions:

“Equipment” or “Product” shall mean Konica Minolta AeroDR solutions.

“Customer” shall mean the purchaser of the Equipment.

“Extended Warranty Service” is an additional period of time and/or extension to KMHA’s Warranty Period which may be purchased by Customer.

“KMHA” or the “Company” shall mean Konica Minolta Healthcare Americas, Inc..

“Standard Limited Warranty” is the limited warranty provided by KMHA pursuant to the terms hereof.

“Standard Product” shall mean Equipment which complies with its original manufacturing specifications and has not been modified by special order or by separate agreement with a Customer.

“Warranty Period” shall mean that period of time during which KMHA shall be responsible to repair or replace the Equipment, or the applicable accessories to the Equipment.

Any “Warranty Period” shall begin from the date of delivery of the Equipment to Customer.

“Delivery” shall mean, the date the equipment is installed, tested and ready to use as intended.

Terms:

KMHA hereby warrants to Customer that, during the Warranty Period each Standard Product manufactured or distributed by KMHA shall be free of defects in materials and workmanship. Unless otherwise reduced to writing and expressly approved in writing by an authorized officer of KMHA, the Warranty Period for Standard Product shall be one (1) year from the date of installation or one (1) year from the date of delivery when KMHA installation is not applicable.

AeroDR Special Terms:

1. KMHA further warrants to Customer that, during years 1 through 7 for the Equipment, the AeroDR power cell (Lithium-ion capacitor) shall be free of defects in materials and workmanship from the date of delivery. This shall be the Warranty Period only for this part of the Equipment.

Customer’s EXCLUSIVE REMEDY and KMHA’s SOLE OBLIGATION under the foregoing warranties shall be, with respect to the Product, to repair or, at KMHA’s option, replace such Product, or any defective portion thereof. Notwithstanding the foregoing, KMHA may, as an alternative, elect to refund an equitable portion of the purchase price of the affected Product. All warranty replacement or repair of parts shall be limited to Product malfunctions, which, in the reasonable opinion of KMHA, are due or traceable to defects in original material or workmanship. All replaced parts shall become the property of KMHA. All obligations of KMHA under this warranty shall cease in the event of abuse, misuse, accident, alteration, or neglect of the Product.

KMHA’s Standard Limited Warranty or any Extended Warranty Service are not automatically extended from the date of any Product replacement.

The warranty set forth herein shall not be applicable to any damage, defect, malfunction or failure caused by: (i) failure of Customer to follow the instructions in the appropriate manual for installation, operation or maintenance of such Equipment or (ii) negligence, misuse or improper handling of such Equipment by Customer, or (iii) repair, alteration, conversion or modification of such Equipment or any component thereof, by persons other than authorized and qualified Company representatives, or (iv) accident, man-made or natural disaster, impact or dropping Equipment, theft, vandalism, neglect, abuse, use other than in accordance with the appropriate instruction manual or for purpose other for which it was designed, or (v) power failures or surges, lightening, flood, accident, terrorist incident, actions of third parties or other events outside of the Company’s reasonable control, or (vi) physical, mechanical, electrical, or magnetic stress not expressly contemplated by the



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appropriate instruction manual, or (vii) use of such Equipment by unqualified personnel. This warranty shall also not apply if the serial number has been removed, defaced or altered from such Equipment.

Customer must use reasonable care to avoid hazards. KMHA expressly disclaims any responsibility for loss or damage caused by the use of any Product other than in accordance with proper operation procedures. No warranty is provided by KMHA for any Product sold or provided to Customer by KMHA which is not manufactured or produced or distributed by KMHA, and any manufacturer's warranty for such Products, if any, shall be assigned to the Customer without recourse to KMHA.

Warranty-Expendable Products:

KMHA warrants that, at the time of delivery to Customer, Consumables manufactured and sold by KMHA to the Customer will be free of defects in material and workmanship and will conform to KMHA's specifications therefor or other specifications expressly agreed to in writing by KMHA. KMHA SHALL HAVE NO OTHER OR FURTHER RESPONSIBILITY THEREFOR WHATSOEVER, AND KMHA DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT THERETO.

Repair / Services Warranty:

Should any damage to, or any difficulties with the Product occur, Customer should not attempt repairs but instead contact the KMHA authorized service representative or the KMMHATEchnical Call Center to explain the nature of the damage or difficulty. In the event of a warranty repair or replacement, Customer is responsible to have all affected Equipment available and accessible to the KMHA trained Service Technicians. While the KMHA trained Service Technicians are on site in Customer's facility, Customer shall be responsible to ensure that the site is free from any safety hazards which could affect the Service Technicians work, and Customer shall indemnify and hold KMHA or any other entity employing the Service Technicians for any personal injury or property damage suffered by a KMHA trained Service Technician caused by any act or omission of Customer while such Service Technician is in Customer's facility. KMHA shall not be responsible for any loss of stored data or stored system presets which may occur during the repair or replacement process. Customer shall be responsible for backing up all stored data and system presets and removing such data from the Equipment prior to the time of the repairs or replacement of the Equipment. KMHA's Technical Call Center hotline is available 24/7, 365 days a year by calling 800-945-0456.

KMHA hereby warrants that all parts replaced or adjustments made by the Company in connection with an approved repair of a Customer's equipment (the "Equipment") shall be free from defects in materials and workmanship for a period of ninety (90) days or for the remainder of the warranty from the date of the invoice for such repair. In the discharge of this warranty, the sole obligation of the Company shall be to repair or replace the parts previously installed by the Company in such Equipment, or to provide additional adjustment to such Equipment without additional charge for parts or labor. Prior to Equipment repair, the Company shall, in its sole discretion, make the final decision as to such Equipment's warranty status. After the expiration of the applicable Warranty Period, Customer shall be charged at KMHA's then current rates for parts, labor and transportation.

General Disclaimers:

KMHA DOES NOT WARRANT THAT ANY PRODUCT OR THE FUNCTIONS PERFORMED BY ANY PRODUCT WILL MEET THE REQUIREMENTS OF CUSTOMER OR OF ANY OF ITS CUSTOMERS, OR THAT THE OPERATION OF ANY SUCH PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

THE WARRANTIES SET FORTH IN THIS WARRANTY STATEMENT ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, USE OR APPLICATION, WHICH ARE EXPRESSLY DISCLAIMED, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF KMHA, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY AN AUTHORIZED OFFICER OF KMHA. STATEMENTS MADE BY ANY PERSON, INCLUDING REPRESENTATIVES OF KMHA, WHICH ARE INCONSISTENT OR IN CONFLICT WITH THE TERMS OF THIS WARRANTY STATEMENT SHALL NOT BE BINDING UPON KMHA UNLESS REDUCED TO WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF KMHA.

Extended Warranty / Service Agreements:

Any extension to the Warranty Periods set forth herein must be identified and listed in a separate service agreement. Any separate service agreement must list the equipment covered by model and serial number, the start and end dates of the extended warranty and the level of service.

If Customer has purchased an extended warranty, and it has been determined by KMHA that Customer's original Product requires replacement, the remaining balance under any extended warranty shall also cover the replacement product, provided that the replacement Product is provided by KMHA. The Warranty Period, including any extended warranty period, shall be calculated from the date of original Product delivery.

All other terms of this Warranty Statement not amended by a specific extended warranty agreement shall continue to apply and be in full force and effect.