



HONICA MINOLTA

### **SCHWAGE HD1 Standard Limited Warranty Statement and Limitations of Liability**

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 such warranty.

#### **Definitions**

"Equipment" or "Product" shall mean the items which SCHWAGE HD1.

"Customer" shall mean the purchaser of the Equipment.

"Extended Warranty Service" is an additional period of time and/or extension to HONICA's Warranty Period which may be purchased by Customer.

"HONICA" or the "Company" shall mean Honica Minolta Healthcare America, Inc.

"Standard Limited Warranty" is the limited warranty provided by HONICA pursuant to the terms listed.

"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 HONICA 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.

#### **Terms**

HONICA hereby warrants to Customer that, during the Warranty Period each Standard Product manufactured or distributed by HONICA shall be free of defects in materials and workmanship. Unless otherwise indicated in writing and expressly approved in writing by an authorized officer of HONICA, the Warranty Period for Standard Product shall be one (1) year.

HONICA further warrants to Customer that, during years 2 through 5 for the Equipment, the SCHWAGE HD1 main unit and accessories shall be free of defects in materials and workmanship from the date of delivery. This shall be the Warranty Period only for these parts of the Equipment.

HONICA further warrants to Customer that the Warranty Period for Equipment call and accessories is one (1) year.

This warranty does not cover items expendable in normal use, or consumable items such as, but not limited to, acoustic gel, paper, disposable or one of materials and sampling methods.

Customer's EXCLUSIVE REMEDY and HONICA'S SOLE OBLIGATION under the foregoing warranties shall be, with respect to the Product, to repair or, at HONICA's option, replace such Product, or any defective portion thereof. Notwithstanding the foregoing, HONICA may, as an alternative, elect to refund an available 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 HONICA, are due or traceable to defects in original material or workmanship. All replaced parts shall become the property of HONICA. All obligations of HONICA under this warranty shall cease in the event of abuse, misuse, accident, alteration, or neglect of the Product.

If warranty repair or replacement parts are warranted only for the remaining unexpired portion of the original Warranty Period applicable to the repaired or replaced parts or newly 300 days, whichever is greater. After the expiration of the applicable Warranty Period, Customer shall be charged of HONICA their current rates for parts, labor and travel charges.

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

The warranty call toll 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, modification 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, spill and/or contamination, theft, vandalism, negligent abuse, use other than as contemplated with the appropriate instructional material or for purpose other for which it was designed, or (v) power failures or surges, lightning, 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



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governed by the applicable instruction manual, or left 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. KMINA 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 KMINA for any Product color provided to Customer by KMINA which is not manufacturer's product or distributed by KMINA, and any manufacturer's warranty for such product, if any, shall be assigned to the Customer without recourse to KMINA.

### Warranty Expendable Products

KMINA warrants that, at the time of delivery to Customer, Consumables manufactured and sold by KMINA to the Customer will be free of defects in material and workmanship and will conform to KMINA's specifications. Service or other applicable agreements entered into in writing by KMINA, KMINA shall have NO OBLIGATION OR FURTHER RESPONSIBILITY THEREON. **NEITHER KMINA, NOR KMINA DISCLOSES ANY APPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT THEREON.**

### Repair Services Warranty

Should any damage to, or any difficulties with the Product occur, the Customer should not attempt repairs. Contact the KMINA sales representative or the KMINA service facility to explain the nature of the damage or difficulty. In the event of a warranty repair or replacement, the Customer is responsible to deliver all affected Equipment to KMINA. KMINA shall repair pending Customer approval, and return the Equipment to the Customer within two days of its receipt of the affected Equipment unless alternative arrangements are made. KMINA shall not be responsible for any loss of stored data or stored e-mail projects that may occur while Equipment is being repaired at KMINA facilities. Customer shall be responsible for backing up all stored data and system projects and removing such data from the Equipment prior to receipt by KMINA. KMINA's Technical Call Center hotlines available 24/7, 245-966-4444 or by calling 800-842-3456.

KMINA 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 material 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. Upon receipt of Equipment for repair, the Company shall, in its sole discretion, make the final decision as to such Equipment's warranty status.

### General Disclaimers

KMINA 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 KMINA, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY AN AUTHORIZED OFFICER OF KMINA. STATEMENTS MADE BY ANY PERSON, INCLUDING REPRESENTATIVES OF KMINA, WHICH ARE INCONSISTENT OR IN CONFLICT WITH THE TERMS OF THIS WARRANTY STATEMENT SHALL NOT BE BINDING UPON KMINA UNLESS REDUCED TO WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF KMINA.

### 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 filed for 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 KMINA 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 KMINA. 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.



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**Computed 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 America, Inc. or an authorized KHM service agent.

**Definitions:**

"Equipment" or "Product" shall mean Konica Minolta REGiUS Computed Radiography solutions.

"Customer" shall mean the purchaser of the Equipment.

"Extended Warranty Service" is an additional period of time, and/or extension to KHM's Warranty Period which may be purchased by Customer.

"KHM" or the "Company" shall mean Konica Minolta Healthcare America, Inc.

"Standard Limited Warranty" is the limited warranty provided by KHM pursuant to the terms herein.

"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 KHM 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.

**Terms:**

KHM hereby warrants to Customer that, during the Warranty Period each Standard Product manufactured or distributed by KHM shall be free of defects in materials and workmanship. Unless otherwise indicated in writing and expressly approved in writing by an authorized office of KHM, 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 KHM installation is not applicable.

**OR Consume Special Terms:**

1. KHM further warrants to Customer that during your term for the Equipment, the REGiUS front plates in the front plate style cassette model 40 for REGiUS 700 and REGiUS 110 CR readers, shall be free of defects in material and workmanship from the date of delivery. This shall be the Warranty Period only for the part of the Equipment.
2. All other cassette components and REGiUS Signal handle plates are warranted for one year only.

KHM's EXCLUSIVE REMEDY and KHM's SOLE OBLIGATION under the foregoing warranties shall be, with respect to the Product, to repair or, at KHM's option, replace such Product, or any defective portion thereof. Substantiating the foregoing KHM may, at its alternative, elect to refund or replace portion of the purchase price of the affected Product. All warranty replacement or repair of parts shall be limited to Product specifications, which, in the respective opinion of KHM, are due or feasible to defects in original material or workmanship. All replaced parts shall become the property of KHM. All obligations of KHM under this warranty shall cease in the event of abuse, misuse, accident, alteration, or neglect of the Product.

KHM'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, corrosion or modification of such Equipment or any component thereof, by persons other than authorized and qualified Company representatives, or (iv) accident, negligence or natural disaster, impact or dropping Equipment, theft, vandalism, neglect, abuse, use other than in accordance with the appropriate instruction manual or for purposes other than which it was designed, or (v) power failure or surges, lightning, 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 full use of such Equipment by qualified 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. KHM 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 KHM for any Product unless provided to Customer by KHM which is not manufacturer produced or distributed by KHM, and any manufacturer's warranty for such Product, if any, shall be assigned to the Customer without recourse to KHM.

### **Warranty Expendable Products**

KHM warrants that, at the time of delivery to Customer, Consumables manufactured and sold by KHM to the Customer will be free of defects in material and workmanship and will conform to KHM's specifications. Repair or other specifications expressly agreed to in writing by KHM. KHM shall have NO OTHER OR FURTHER RESPONSIBILITY THEREFOR. HOWEVER, AND NOTWITHSTANDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT THEREON.

### **Repair - Services Warranty:**

Should any damage to, or any difficulties with the Product occur, Customer should not attempt repairs but instead contact the KHM authorized service representative or the KHM Technical 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 an affected Equipment available and accessible to the KHM repair Service Technicians. While the KHM repair Service Technicians are on site at 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 expressly not hold KHM, or any other entity employing the Service Technicians for any personal injury or property damage suffered by a KHM repair Service Technician caused by any act or omission of Customer while such Service Technician is in Customer's facility. KHM shall not be responsible for any loss of stored data or stored system passwords which may occur during the repair or replacement process. Customer shall be responsible for backing up all stored data and system passwords and restoring such data from the Equipment prior to the time of the repair or replacement of the Equipment. KHM's Technical Call Center hotline is available 24/7, 365 days a year by calling 800-861-0266.

KHM 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 material and workmanship for a period of ninety (90) days or for the remainder of the warranty from the date of the repair or such repair. In the package 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. Upon receipt of Equipment for 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 KHM's then current rates for parts, labor and transportation.

### **General Disclaimers:**

KHM 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 KHM, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY AN AUTHORIZED OFFICER OF KHM. STATEMENTS MADE BY ANY PERSON, INCLUDING REPRESENTATIVES OF KHM, WHICH ARE INCONSISTENT OR IN CONFLICT WITH THE TERMS OF THIS WARRANTY STATEMENT SHALL NOT BE BINDING UPON KHM UNLESS REDUCED TO WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF KHM.

### **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 filed for 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 KHM 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 produced by KHM. 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.