

Warranty Terms and Conditions

TIME PERIOD FOR WARRANTY COVERAGE

The Standard warranty includes:

1. **Laser Control Unit:** Aspen Laser Systems warrants each laser device to be free from defects in workmanship and materials for the period of five (5) years from the date of shipment and under normal use and service
2. **Hand pieces and Fiber Optic Cable:** Hand pieces and Fiber Optic Cables are warranted for a period of one (1) year from the date of shipment.

AUTHORIZATION FOR COVERAGE

The Company's obligation under this warranty is limited to providing any and all necessary product repairs upon Aspen Laser Systems examination and final determination as to cause or existence of defect and, at its option to repair or replace the products, which prove to be defective during the warranty period.

ORIGINAL PURCHASER

This warranty extends only to the original end-user purchaser (including authorized distributors) of the Aspen Laser Systems lasers, and hand pieces.

TRANSFER OF WARRANTY TO OTHER PARTIES

Any transfer of warranty must be approved in writing from the Aspen Laser Systems. Warranty transfers will require review and certification by the company. Please call Aspen Laser Systems to obtain a quote for certification.

WARRANTY ON REPLACED PRODUCTS

Products replaced under warranty will be warranted only for the balance of the warranty time period from the original supplied laser and hand piece.

ACTIONS THAT VOID THE WARRANTY

This Standard Warranty will not apply to those products which have been:

1. Repaired or altered other than in accordance with the terms of this Agreement, or
2. Abused, misused, improper handling in use, or storage, or used in an unauthorized or improper manner or without following written procedures supplied by the company. We understand that accidents happen. However, accidents such as dropping the unit or hand pieces, thereby breaking the unit or component, are NOT covered by the warranty.
3. Original identification markings or labels have been removed, defaced or altered,
4. Any other claims not arising directly from material defects in material or workmanship.

RESPONSIBILITY FOR WARRANTY

This Standard Warranty is the exclusive warranty made by Aspen Laser Systems is in lieu of all other warranties, whether written, oral, or implied, including any warranty of merchantability or fitness for a particular purpose, and shall be purchaser's sole remedy and Aspen Laser Systems sole liability on contract or warranty of otherwise for the products. This warranty shall not be modified or amended without the written approval of Aspen Laser Systems.

EXTENDED WARRANTIES

The Company may offer extended warranty(s) for additional year(s) beyond the Standard Warranty Plan. Please contact Aspen Laser Systems for specific details regarding Extended Warranty Plans.

NOTICE TO HOLD HARMLESS

In no event shall ASPEN LASER SYSTEMS, LLC be liable for any indirect, special, incidental or consequential damages resulting from the failure to perform or use or improper use of any goods or services sold pursuant hereto, whether due to breach of contract, breach of warranty, negligence or otherwise.