

## **Universal Laser Systems Limited Warranty (Consumables)**

Universal Laser Systems, Inc. (“ULS”) warrants to the original end user (the “Customer”) of the laser system products (the “Products”) listed on the packing slip accompanying the Products that, for 90 days from the date of shipment (the “Warranty Period”), the Products will be free from manufacturing defects (materials and workmanship), under normal and proper use pursuant to ULS user and service documentation. This Limited Warranty (a) extends only to, and may only be exercised by, the Customer, and (b) terminates automatically upon the earlier of (i) the Customer’s transfer of ownership or possession of the Products to another person or entity, or (ii) the end of the Warranty Period.

To exercise this Limited Warranty, the Customer must notify ULS of the defect via email (at [support@ulsinc.com](mailto:support@ulsinc.com)), promptly after discovery of the defect and before the end of the Warranty Period. Please include the following information in the email: (a) description of Product and defect; (b) contact information (telephone and physical address); and (c) if the Customer purchased the Product from a third party sales representative or channel partner, the name of the third party, date of purchase, Serial No. (if applicable) and a purchase receipt or other original documentation of the Customer’s purchase of the Product from the third party. If ULS or its authorized warranty service provider determines that the Product is defective and that the conditions of this Limited Warranty are satisfied, ULS will, at its sole option and discretion, either (i) repair or replace the defective Product at no charge to the Customer (ULS may, in its sole discretion, require the Customer to pay directly, or reimburse ULS for, any or all freight and shipping charges), or (ii) refund a pro rata portion of the purchase price paid by the Customer for the Product based on the percentage of the Warranty Period remaining at the time the defect is reported. ULS may, at its discretion, use refurbished parts to repair or replace a defective Product. The warranty on any Product repaired or replaced by ULS will extend through the end of the original Warranty Period plus any time elapsed between ULS’s receipt of the defective Product from the Customer and ULS’s shipment of the repaired or replacement Product to the Customer.

This Limited Warranty is void if ULS or its authorized warranty service provider determines that damage to, or failure of, a Product was, in whole or in part, caused by or otherwise attributable to (a) installation or use of non-ULS parts or components, (b) tampering with non-user serviceable components (as identified by notification labels or as described in the ULS user documentation), (c) any use of the Products for unintended or unauthorized application, including, but not limited to, use in medical or surgical applications, medical device manufacturing or any similar process or application requiring approval, testing or certification by the United States Food and Drug Administration or any other governmental authority, (d) an unauthorized act or omission of any person or entity other than ULS or its authorized warranty service provider, including, but not limited to, lack of supervision of use, accident, misuse, abuse (including, but not limited to, incorrect voltages, power surges, fires, water damage, improper or insufficient ventilation, failure to follow ULS-provided installation and operating instructions, and “acts of God”) and service or modification of the Product by a person or entity other than ULS or its authorized warranty service provider, or (e) incompatibility of any third-party software used in connection with the Product.

EXCEPT FOR THE WARRANTIES SET FORTH IN THIS LIMITED WARRANTY, ULS IS PROVIDING THE PRODUCTS “AS IS.” TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ULS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT ULS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) OR CONDITIONS OF TITLE, NON-INFRINGEMENT OR NONINTERFERENCE, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF ULS, AND THE EXCLUSIVE AND SOLE REMEDY OF THE CUSTOMER, FOR ALL CLAIMS, LOSSES AND DAMAGES OF ANY NATURE RELATED TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY CAUSE OF ACTION BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, PATENT OR COPYRIGHT INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY, WILL BE LIMITED TO THE REMEDIES SET FORTH IN THIS

LIMITED WARRANTY. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF ULS EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS.

UNDER NO CIRCUMSTANCES WILL ULS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OR FOR ANY LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF DATA OR LOSS OF USE DAMAGES, REGARDLESS OF WHETHER ULS WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT WILL ULS BE LIABLE FOR ANY CLAIM BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUED. THE FOREGOING LIMITATIONS WILL APPLY REGARDLESS OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

This Limited Warranty grants the Customer specific legal rights. The Customer may also have other legal rights, which vary from state to state or foreign territories. Because some states or foreign territories do not permit certain exclusions or warranty disclaimers, limitations on the duration of an implied warranty, or limitation of liability for consequential or incidental damages some or all of the disclaimers or limitations set forth above may not apply. If any provision of this Limited Warranty is held to be unenforceable, the validity, legality, and enforceability of the remaining provisions will be in no way affected or impaired.