

CLARY SCIENTIFIC, INC.
LIMITED WARRANTY
DEPOT REPAIR

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S603 and S603 Visx / Nidek

1 TIME AND SCOPE OF WARRANTY:

- 1.1 Clary Scientific, Inc., (hereafter referred to as Clary) hereby warrants systems shipped under this agreement to be free from defective workmanship for a period as stated below, following the date of shipment /accidental damage, misuse or normal wear shall not be construed as a defect. This warranty is applicable only to the initial retail purchaser and is not transferable.
 - (a) Two (2) Years Parts, Labor - Return to Factory
 - (b) One (1) Year Batteries Pro Rated
- 1.2 The date of shipment as used herein will be the date on the Bill of Lading. If no Bill of Lading is issued, the date of shipment shall be shown on seller's shipping document.
- 1.3 No provision of this warranty shall cover equipment which has been altered or modified from the original specifications to which same was manufactured or work performed by owner or third party service company unless authorized in writing.
- 1.4 This limited warranty applies only to Clary Corporation manufactured equipment installed in the fifty United States and Canada.

2 LIMITS OF "IN-WARRANTY" SERVICE LIABILITY

- 2.1 Clary is obligated during the in-warranty period to provide service and/or adjustments to the properly installed equipment for its intended use. Incorrectly installed and/or non-application use voids all stated warranties.
- 2.2 Equipment requiring in-warranty service must be returned to the factory, DEPOT REPAIR, Monrovia, California. Repair shall be returned with prior issued Return Material Authorization (RMA) by calling (800)-42-CLARY. All transportation charges shall be prepaid, clearly tagged stating the nature of trouble experienced, and the disposition of the equipment after repair. The equipment will be returned collect by Clary to the location specified via the best least expensive carrier available or via customer's shipping instructions.
- 2.3 During the in-warranty period, no service charges should be payable by the buyer for service performed other than for service necessitated by accident, misuse, theft, abnormal line or source voltage fluctuations, abnormal conditions of operations, damage by the elements or damage resulting from adjustments, repairs, modifications made by other than Clary authorized personnel, or the buyer's failure to reasonable maintain the equipment.

3 PRODUCT CHANGES

- 3.1 Clary reserves the right to make changes, additions, and/or improvements in its products without incurring any obligation to inform existing users or install them on its previously sold products.

TO THE EXTENT ALLOWED BY LAW, THE FORGOING WARRANTY IS EXCLUSIVE AND IS GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES OF BUYER SHALL BE LIMITED TO THOSE PROVIDED HEREIN. IN NO EVENT WILL SELLER BE LIABLE FOR COLLATERAL OR CONSEQUENTIAL DAMAGES BEYOND THE EXTENT ALLOWED BY LAW. CLARY SHALL NOT BE LIABLE FOR LOSS OF PROFITS, INJURIES TO PROPERTY OR LOSS OF USE OF PRODUCT OR ANY OTHER ASSOCIATED OR ATTACHED EQUIPMENT. No person is authorized to assume in behalf of Clary any obligation or liability in connection with the sale warranty or service policy of any products manufactured and/or marketed by Clary beyond the warranty description on the face hereof.