

Warranty Statement

Supplementary to the statutory warranty under Section 377 of the German Commercial Code (HGB – Handelsgesetzbuch), AXCENT MEDICAL GMBH gives a 12-month warranty when purchasing a new device in the AXCENT product range. The warranty period begins on the date of invoice and is subject to the following conditions:

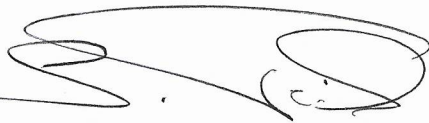
1. Within the warranty period, we shall rectify free of charge all damage to or defects in the device, its spare parts and accessories which are demonstrably attributable to a defect in manufacture or materials. The warranty does not extend to easily breakable parts, for example such as glass or parts subject to wear and tear.
2. Services under warranty can only be claimed on presentation of a delivery slip (delivery note or invoice), and the manner in which the damage is rectified (repair or replacement) is at the discretion of AXCENT MEDICAL GMBH. Services under warranty do not cause an extension of the warranty period, nor is a new warranty initiated. There is no separate warranty period for installed spare parts.
3. Excluded from the warranty are: damages which occur during use, damages caused by improper use, errors in operating the device, mechanical stress or failure to respect the operating instructions, errors or damages caused by deferred maintenance and damages caused by force majeure or unusual ambient or environmental conditions.
4. Claims for services under warranty can only be made if all servicing and maintenance work specified for the device has demonstrably been carried out by authorised personnel.
5. The warranty includes all faults which impair the perfect function of the device due to technical defects in individual parts and which have already existed at transfertime of perils. We can only acknowledge our obligation under the terms of the warranty if the device was used appropriately in accordance with its intended purpose and no attempts at repair have been undertaken by the customer himself or by third parties. Claims under warranty do not cover defects attributable to mechanical damage or if the device is operated with additional accessories originating from third parties.
6. The warranty claim further lapses if interventions, alterations or repairs on the device have been undertaken by persons not authorised to carry out such work.
7. The warranty claim exists only in respect of customers of AXCENT MEDICAL GMBH and cannot be transferred to third parties.

8. The device which is the subject of the complaint is to be announced to our service personell. It has to be returned after hygienical treatment only, accompanied by our completely filled out Ticket of Return to our works carriage paid or post paid in full. If requested by our Customer Services Department, the costs of return travel are in the first instance always to be borne by the customer. Once the repair has been carried out, we send the device back postage/freight not prepaid. Where AXCENT MEDICAL GMBH is able to confirm circumstances giving an entitlement to services under warranty, the customer is reimbursed the costs of travel and/or of transport for the device. Any element of the repair which is not covered by the warranty claim shall be charged by us. The sending of the device to us is always deemed to be a full order to rectify all damage or to replace missing parts, if the customer does not expressly exclude performance by successive instalments. More far-reaching claims for cancellation of sale or abatement of the purchase price and compensation for damages of whatsoever kind, especially including damages which have not arisen to the delivery item itself, are excluded.

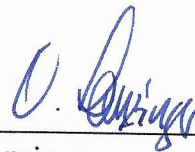
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aXcent medical GmbH
Josef-Görres-Platz 2
56068 Koblenz
Germany

Lahnstein, 01.01.2019

A handwritten signature in black ink, appearing to read 'S. Tietz', written over a horizontal line.

Sascha Tietz
Productmanagement

A handwritten signature in blue ink, appearing to read 'O. Lanzinger', written over a horizontal line.

Oliver Lanzinger
Head of Technical Department