



Flat Panel Detectors and System Components Standard Warranty

Varex Imaging Corporation (“Varex”) warrants its flat panel detectors and system components (“flat panel detectors and system components”) as follows:

Flat Panel Detectors and System Components Limited Warranty

Varex warrants the flat panel detectors and system components it manufactures to be free from defects in material and workmanship that impair their performance and to be in substantial compliance with operational features of Varex’s published specifications at the time of sale. Varex’s warranty shall continue for the period of time specified below or as specified on Varex’s quotation or agreed to in writing by Varex.

Flat Panel Detectors and System Components Warranty Periods

Standard warranty periods for particular flat panel detectors and system components are listed below. If no period of time is so stated or agreed, then Varex’s warranty is limited to thirty (30) days. **Different standard or agreed warranty periods may apply.**

| Component | Maximum Warranty Periods |
|---------------------|--|
| Flat Panel Detector | New Products: 18 months after shipment or 12 months after installation, whichever comes first. |
| Command Processor | In Warranty Repairs: Balance of new product warranty or 90 days after repair date whichever is longer. |
| Power Supply | |
| Workstations | Out of warranty repairs: 120 days from shipment or 90 days from installation, whichever comes first. |
| Cables | |

Remedies

If Varex examination confirms that a flat panel detector or system component has failed during the Warranty Period through no fault of Customer, Varex will, at Varex’s option and at no cost to Customer, either repair or replace the flat panel detector or system component upon return of the failed flat panel detector or system component to Varex. The warranty period remaining on the flat panel detector or system component, at the time the flat panel detector or system component is taken out of service, shall apply to the repaired flat panel detector or system component, or the replacement flat panel detector or system component, that is returned to the Customer by Varex.

Flat Panel Detectors and System Components Warranty Conditions

All remedies are expressly conditioned on all the following:

- Repairs and adjustments of flat panel detectors and system components must be made (or directed in writing) by authorized Varex personnel only. Unauthorized repairs or adjustments will void this warranty.
- The flat panel detectors and system components must have been used under normal operating conditions within the respective Varex-specified ratings and according to Varex operating instructions. Overexposure to radiation can severely shorten the receptor life. The maximum lifetime radiation dose limit to the active area of the glass is 1 MRad. The maximum lifetime radiation dose limit to the receptor electronics is 10 kRad. High energy applications must use Varex’s optional high energy configuration where the electronics are moved to the sides of the input area. However, in all applications, the OEM or system integrator is solely responsible for properly collimating the radiation source and for protecting the receptor input area and electronics from excessive dose. Misuse, abuse or improper installation will void this warranty. Varex shall make the sole final determination about whether failure occurred in normal operation (under warranty) or whether the flat panel detector or system component was subjected to other than normal operation (excluded from warranty).
- Customer must give Varex written notice of flat panel detector or system component failure before the end of the flat panel detector or system component

Warranty Period and request a Return Material Authorization (“RMA”) by submitting a completed a Flat Panel Service Report to Varex describing the reason for return, operating conditions, dates of installation and removal, and other pertinent information. Once Varex provides Customer with an RMA, Customer shall return the flat panel detector or system component prepaid to Varex. RMAs are only valid for ninety (90) days from date of issuance. If Customer allows an RMA to lapse beyond ninety (90) days, warranty status shall be reassessed. Varex may solely determine remaining Warranty Period of the flat panel detector or system component when no accurate records can be found. All repairs not within warranty will be invoiced at prevailing rates, but Varex will not begin work without Customer’s approval of charges. If repairs are not within warranty, or Varex cannot confirm failure, Customer shall be responsible for all costs in returning the flat panel detector to Customer.

4. Unless otherwise agreed by Varex, Customer shall pay all shipping costs of return material to Varex for repair or adjustment. Return shipment should be prepaid via customer, incoterms DAP listing Varex as customs broker. Customer is responsible for freight through delivery at Varex’s facility and is responsible to file any claim for loss or damage of product in transit.

Exclusions from Coverage

Varex’s warranties shall not apply to the extent that malfunction is caused in Varex’s reasonable opinion by (1) accident (including loss damage or defects resulting from transportation to the Customer facility), abuse, alteration, misuse or neglect, (2) failure to use Products under normal operating conditions or environment, or within Varex specified ratings, or according to any operating instructions provided by Varex, (3) lack of routine care or maintenance as indicated in any Varex operating or maintenance instructions, (4) failure to use or take any proper precautions under the circumstances, (5) x-ray degradation in non-medical applications, (6) user modification of and Product or Software, or (7) latent defects discovered after expiration of the applicable warranty period. This warranty does not cover Buyer-supplied software, equipment warranted by another manufacturer, or replacement of expendable, consumable or limited life items.

Exclusion of Implied Warranties

This limited warranty is expressly in lieu of and EXCLUDES all other express or implied warranties including but not limited to warranties of MERCHANTABILITY and of FITNESS for a particular purpose, use, or application.

Limitations on Damages and Liability

VAREX’S TOTAL LIABILITY IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY VAREX FOR THE UNIT OF PRODUCT, SERVICE OR SOFTWARE FURNISHED OR TO BE FURNISHED RESULTING IN THE LOSS OR DAMAGE CLAIMED. IN NO EVENT SHALL VAREX BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL LOSS OR DAMAGES OF ANY KIND, SUCH AS, BUT NOT LIMITED TO, LOST BUSINESS REVENUE, LOST PROFITS OR COSTS OF DOWNTIME RESULTING FROM VAREX’S PRODUCTS, SERVICES OR SOFTWARE, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. Liability to third parties for bodily injury, including death, resulting from Varex’s performance or Products shall be determined according to applicable law. No claims, regardless of form, arising out of, or in any way connected with Products, Software or Services furnished by Varex, may be brought by Buyer more than one (1) year after the cause of action has accrued or Varex’s performance has been completed or terminated, whichever is earlier.