

Limited Warranty

For Reconditioned Instrumentation

Diamond Diagnostics Inc. warrants its reconditioned instrumentation for functionality during normal laboratory use for its intended clinical application. The warranty shall ensure the instrumentation is free from defects in workmanship and materials. This warranty shall continue for a period of one hundred and eighty (180) days, commencing from the date of invoice issuance or date of shipment from Diamond Diagnostics Inc, whichever is earlier.

This warranty is limited to the replacement of component parts proven to be defective during the warranty period as outlined above. This warranty does not cover consumable or peripheral items supplied with instrumentation. This warranty is not transferable nor valid for parts damaged, lost or which fail because of accident, environmental conditions (including but not limited to dust, heat, humidity), electrical service anomaly, fire, theft, acts of nature (including but not limited to storm, earthquake, flood), vandalism, negligence, misuse, spills, abuse or the use of supplies which may have a detrimental effect on the instrumentation and its parts. This warranty does not cover damages incurred as a result of the customer's failure to perform daily, weekly and/or monthly maintenance procedures as outlined in the applicable instrumentation manuals.

Service coverage, as provided by a certified biomedical engineer, is to be contracted by the customer. Diamond Diagnostics will provide technical support and replacement of covered defective parts during the warranty period solely to service professionals credentialed for the instrumentation purchased. A credentialed service professional is one who a) has been trained and certified by the original equipment manufacturer, or b) is a qualified service professional as per the discretion of Diamond Diagnostics Inc. Diamond Diagnostics shall not provide technical support, telephone support or replacement of defective parts to an end-user of the instrumentation. All communication concerning instrumentation warranty and related activity with Diamond technical support must be conducted by a Credentialed service professional as defined above.

This warranty will not exceed to any service charges (labor, travel, surcharges), repairs or modifications made to the instrumentation by any party other than Diamond Diagnostics Inc. or its authorized representative. Instrumentation may not be returned to Diamond Diagnostics Inc. for refund or credits. Diamond Diagnostics Inc. liability for all matters from the supply, installation, use, repair and maintenance of the instrumentation, whether arising under this Warranty or otherwise, shall be limited solely to the replacement of components thereof. All replacement parts must be supplied at the sole discretion of Diamond Diagnostics Inc. Diamond shall not reimburse Customer for any parts it may purchase in lieu of this Warranty without prior written authorization.

ALL COMPONENT PARTS OF DIAMOND INSTRUMENTATION ARE MARKED WITH PROTECTIVE TECHNOLOGY ALLOWING DIAMOND DIAGNOSTICS INC TO VALIDATE ITS AUTHENTICITY AND ORIGIN. UNLESS OTHERWISE AUTHORIZED, DEFECTIVE ITEMS MUST BE RETURNED TO DIAMOND DIAGNOSTICS, AT THE FREIGHT EXPENSE OF THE CUSTOMER, PRIOR TO ISSUANCE OF ITS REPLACEMENT. EACH RECEIVED PART SHALL BE VERIFIED FOR AUTHENTICITY AND PERFORMANCE PRIOR TO REPLACEMENT. ITEMS THAT DO NOT POSSESS THE APPROPRIATE MARKING WILL NOT BE REPLACED AND THE CLAIM SHALL BE DENIED.

All authorizations must be in written form.

In no event shall Diamond Diagnostics be liable for injuries sustained by third parties, consequential damages or loss of profits. The foregoing warranty is in lieu of all other warranties expressed, implied or statutory, including but not limited to, warranties of merchantability and of fitness for a particular purpose or use.