

General Warranty Terms of COMET Technologies USA

Version_04_ dated August 9, 2016

COMET Technologies USA ("COMET") warrants that its products shall be materially free of defects in material and workmanship during the period of this warranty. If the product fails or becomes inoperative by reason of such defect within the scope of this warranty and if there is no evidence of misuse, abuse, improper installation, equipment malfunction or unauthorized repair, then, subject to the purchaser's compliance with all notice and other applicable terms of this warranty, COMET after inspection of the product at its service center, will at its option either repair, replace or credit the purchaser on a prorated basis as follows:

Ceramic X-ray tubes: CIR/CXR Series

The tube is warranted for 12 months pro rata temporis from delivery or upon the pro-rated basis of 600 hours of filament "on- time", of which the first two months or the first 100 hours are at 100 % credit.

Metal Ceramic X-ray tubes: MIR/MXR Series

The tube is warranted for 18 months pro rata temporis from delivery or upon the pro-rated basis of 2,000 hours of filament "on- time", of which the first two months or the first 200 hours are at 100 % credit.

X-ray Modules: XRS and FXE Series

High-voltage generators, high-voltage cables, coolers, electronic controllers and other accessories sold as a module are warranted for 12 months starting with the date of shipment.

X-ray tubes sold as a component of a module are warranted for 18 months pro rata temporis from delivery or upon the prorated basis of 2,000 hours of filament "on- time", of which the first two months or the first 200 hours are at 100 % credit.

- Concerning the periods of warranty mentioned above, the basis for the evaluation shall be the period of time which expires first.

PXS / EVO X-Ray Systems

The system and associated accessories are warranted for 24 months from delivery.

General remarks:

Warranty credits will be issued following in-house evaluation of the returned product. Warranty credits are based upon the prorated net invoice value (ex- works) of the product only (i.e. excluding packing and shipping costs) and upon the date of claim. The warranty applies only to the value of the replacement components and will be based on a pro rata basis for x-ray tubes. In

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the case of pro rata residual warranty based on either of the two criteria, the credit is based upon the lesser value of the pro-rated time from installation in months or the pro-rated time in hours of filament operation. In addition to the warranty conditions above, COMET shall grant a full credit warranty for 6 months for defects in material or workmanship of its X-ray tubes and Electron guns, which is valid for the storage time between the shipment of the product from the factory and its installation.

Should this storage time exceed six months, the warranty period mentioned above is reduced by the period of storage which exceeds six months. For the CIR/CXR products, cables and high-voltage generators the storage time is 3 months. The purchaser must provide documentation of the installation date (e.g. Field Failure Report, Installation Report).

Please note: The additional storage time warranty does not absolve the purchaser from performing the warm-up or seasoning procedures recommended by COMET in the manual accompanying the X-ray tube.

The following warranty conditions are valid for all COMET products:

1. Warranty consideration will be given only for products returned to COMET properly packaged, and accompanied by a fully completed Field Failure Report. The transport must be prepaid by the customer.
2. This warranty does not apply to defects or damage resulting from shipping, storage, accidents, technical modifications, ancillary equipment malfunction, unauthorized repair or misuse by the purchaser. This warranty is invalid in case of use of the product outside of the manufacturer's specifications or recommendations as provided in the product accompanying documentation. Except for specific separate agreement, the warranty does not cover test or trial conditions.
3. Warranty claims must be reported within 14 days after the first incidence of failure and at the very latest 14 days before the date of warranty expiry. The warranty period comes into force on the date of the corresponding COMET invoice.
4. The purchaser is responsible for all shipping charges resulting from warranty returns. In the case of product failure within 6 months of installation, COMET shall bear shipping charges, provided COMET has agreed to do so in a written statement in advance of shipping
5. In the case that the conditions mentioned above are subject to overriding local legislation, COMET reserves the right to determine the extra warranty costs and to inform the purchaser prior to issuance of order acceptance or price confirmation. Failure to request ex-

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tended warranty prior to price acceptance, places entire warranty extension responsibility upon the purchaser.

6. COMET reserves the right to disassemble products under warranty claim. Non-repairable products will only be returned to customer upon explicit demand and against reassembly and shipping charges. In case of COMET granting replacement, the goods which were returned for warranty reasons, become the property of COMET. COMET will store the returned parts for maximum 3 months after final decision.
7. The entire liability of COMET under this warranty is limited to repair, replacement or credit as set forth and stated above.
- 8. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY AND/OR APPROPRIATENESS FOR THE CHOSEN APPLICATION. IN NO CASE SHALL COMET BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES**



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