

Warranty

ESAOTE guarantees that the Products are without manufacturing and material defects, and undertakes to replace and/or repair, free of charge, the Product(s) or their components should they prove defective during the 12 (twelve) month warranty period after Product delivery or, where provided, Product inspection, as specified below (henceforth "Warranty").

The Warranty does not apply in any case to accessories and consumables, batteries sold separately or supplied together with the goods, as well as installations external to the Product and otherwise to faults and/or defects from:

- improper or inadequate repair done by the Customer; by this meaning repair carried out by personnel not belonging to the ESAOTE's official service network;
- use of non-native software or interfaces and/or not provided by ESAOTE;
- unauthorized modifications;
- misuse, accidents, transport damage, alterations, tampering and stress of a physical or electrical nature;
- operation outside the environmental specifications of the Product(s);
- incorrect assembly and/or installation, inexperience in use and in any case for any other cause that is not directly attributable to ESAOTE;
- in the event that the Customer refuses the packaging offered by ESAOTE.

The Warranty also does not apply to Product(s) whose serial number or other identifying means have been removed, deleted or altered so the Product(s) or its relative manufacturing information cannot be identified.

The Warranty period starts with the inspection, where provided, or from the Product shipment date.

The Warranty and ESAOTE's liability for any defects exclude all deficiencies whose origin cannot be ascribed with certainty to the quality of the materials, to incorrect design or manufacturing errors, i.e., those resulting from normal wear, from incorrect moving or maintenance, from non-compliance with the operating instructions, from excessive load (including electrical), from the use of unsuitable materials, from the influence of chemical agents or electrolytic action, from building or construction work not carried out by ESAOTE or resulting from causes beyond ESAOTE's control.

In case of faults or defects encountered during the Warranty period, the buyer will contact the local ESAOTE Technical Assistance Service. For local ESAOTE Technical Assistance Service references, the Customer can contact ESAOTE by the contact form on the Site.

In the absence of a prior formal request for technical intervention, ESAOTE cannot be held responsible in any way for failure to intervene. The Customer, those they have authorized or their delegates, must make the request for intervention and/or report defects.

The Warranty only covers free replacement of parts that ESAOTE recognizes as faulty and/or defective, and any technical labor for the repair or replacement.

The Customer expressly accepts that replaced Spare Parts and Accessories will become ESAOTE's property, owing nothing to the Customer.

The Customer further expressly accepts that, in cases of technical assistance interventions performed by unauthorized third parties or in breach of what is prescribed in the technical and/or user manuals relating to the Product(s), as well as the use of Spare Parts and/or Accessories not produced by ESAOTE or not included in the Product configuration, ESAOTE does not guarantee Product essential maintenance requirements, as defined in the MDD 93/42/EEC regulation. If the technical assistance has been carried out in breach of what is prescribed in the user and technical service manuals, above and beyond what is in the existing laws on the matter, ESAOTE declines all responsibility involving direct, indirect and consequential damages that could be caused by Spare Parts and/or Accessories to the Product(s) and persons on which they will be used.

If there have been changes in the ambient conditions (for example, radio frequency interference, variations in the magnetic field, etc.) at the site where the Product(s) have been installed compared to the site status at the time of installation as per the inspection, effected by ESAOTE or its appointed subjects, and after the Product(s) has been positively inspected, changes that could impair the Product's proper functioning,

ESAOTE could provide the Customer, at their expense, with the necessary technical consultation to restore those conditions so the Product functions properly.

Except in cases of willful misconduct or gross negligence, ESAOTE is not liable for any damages - of any nature or cause (including those for possible suspension of the diagnostic activity) - the Customer suffered directly or indirectly, depending on the faults and/or defects reported and ascertained, depending on contractually acquired product failure, or depending on the temporary or definitive unavailability of the Product(s) itself.

In the case of Product(s) covered by the Warranty beyond the 12 (twelve) months, special probes and accessories are excluded from the Warranty. This means the following Special Probes: volumetric/ intra-operative/laparoscopic/transesophageal/convex probes for biopsy/biplane endocavity (e.g., transrectal biplan).

In the case of the sale of used or refurbished Product(s), unless otherwise specified, the Warranty period, will be 6 (six) months from the inspection date, where applicable, or from the date the Product(s) was delivered.