



## Limited Warranty

### **Focus Medical Light Based Products**

Focus Medical, LLC (Focus) warrants to its customers that, except as otherwise provided below, NaturaLase Medical Laser Systems and NaturaLight Systems (the Systems) are free from defects in material and workmanship for a period of twelve (12) months from the date of installation at the user's site or thirteen (13) months from the date of shipment from Focus, whichever comes first. Accessories and options are warranted to be free from defects in material and workmanship for a period of six (6) months from date of installation at the users site.

Flash lamps are warranted on a prorated basis to be free from defects in material and workmanship for six (6) months from the date of installation at the user's site or for the rated shot count (Shot Count) as defined in the manual whichever comes first. A "prorated basis" means that the customer pays for that portion of the price of a new lamp in an amount equal to (a) the price of a new lamp multiplied by (b) a fraction. The fraction (b) is the smaller of the two fractions. The first fraction is calculated by dividing the number of shots remaining by the Shot Count. The second fraction is calculated by dividing remaining months by six (6 is the warranted life in months).

The alignment of the Articulated Arm (Arm Alignment) is warranted, except as otherwise provided below, to be free from defects in material and workmanship for ninety (90) days from the date of installation at the user's site. The warranty of Arm Alignment is invalidated if the arm has been misused, abused, knocked or jarred.

Light Guides are warranted to be free of defects for the full warranty period of twelve months in materials and workmanship. Specifically excluded are scratches in the coating, chips or cracks from mishandling and burns to the optical coating caused by contamination of the coating surface.

Disposable components including the Disposable Window and the Hand Piece Tip are warranted to be free of defects in material and workmanship when installed and used for the first time or for twelve (12) months unused, whichever comes first.

Focus will repair or replace, at its own option, any defective systems, accessories, options or parts in accordance with the above warranties at no charge (except, when applicable, the prorated charge for flash lamps described above, provided the defective item being replaced is returned to Focus within thirty (30) days, shipping prepaid.

This limited warranty does not apply to any item which has been damaged as a result of an accident, misuse, abuse or as a result of service or modification by anyone other than authorized Focus dealer or service representative.

Focus's sole liability for any defective item shall be the repair or replacement as set forth above. Focus shall not be liable to anyone, under any circumstances, for any special, punitive, incidental or consequential damages whatsoever, including any cost, expense, lost profits or any expressed or implied, including any warranties or merchantability or fines for a particular purpose, and Focus expressly disclaims any other warranties.