



## Warranty Policy and Limitations

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Konftec Corporation ("KONF") values your business and always attempts to provide you the very best of service.

No limited warranty is provided by KONF unless your KONF Product ("Product") was purchased from an authorized distributor or authorized reseller. Distributors may sell Products to resellers who then sell Products to end users. Please see below for warranty information or obtaining service. No warranty service is provided unless the Product is returned to an authorized distributor in the region where the Product was first shipped by KONF.

If your Product was purchased as a component integrated within a system by a system manufacturer, no limited warranty is provided by KONF. Please contact the place of purchase or the system manufacturer directly for warranty service.

### Warranty Policy

#### **KONF Digital LLLT System and Unit**

KONF Aculas-AM-Series, Aculas-BB-Series and Aculas-HB-Series, with the exception of laser parts, carry a Standard Warranty Period of two (2) years.

#### **KONF Laser Parts**

KONF laser parts of HU-1xx, LM-1xx and WH-1xx carry a Standard Warranty Period of one (1) year.

#### **Note:**

The limited warranty extends only for the period of time set forth in the Product documentation. The period commences from the date of manufacture appearing on the Product label of the original Product purchase. To verify the warranty of your Product, please check with local distributor or reseller. In the United States, some states do not allow limitations on how long implied warranties last, so the above limitation may not apply to you.

Please refer to your Product manual for a statement of your limited warranty. A Product manual can be obtained from your authorized distributor or reseller or the KONF web site.

There are no warranties which extend beyond the face of the KONF limited warranty. KONF disclaims all other warranties, express or implied, regarding the Products, including any implied warranties of merchantability, fitness for a particular purpose or noninfringement. In the United States, some laws do not allow the exclusion of the implied warranties.

### Return Material Authorization (RMA)

No Product may be returned directly to KONF without first contacting KONF or authorized distributor for a Return Material Authorization ("RMA") number. If it is determined that the Product may be defective, you will be given an RMA number and instructions for Product return. With the new extended warranty policy effective July 1, 2005, End Users are required to include a copy of the original purchase receipt/invoice inside the return box to receive replacement product under warranty. An unauthorized return, i.e. one for which an RMA number has not been issued, will be returned to you at your expense. Authorized returns are to be shipped prepaid and insured to the address on the RMA in an approved shipping container. Your original box and packaging materials should be kept for storing or shipping your Product. To request an RMA, please contact your local distributor.

# Warranty Limitations

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KONF's limited warranty provides that, subject to the following limitations, each Product will be free from defects in material and workmanship and will conform to KONF's specification for the particular Product.

### Limitation of Remedies

Your exclusive remedy for any defective Product is limited to the repair or replacement of the defective Product.

KONF may elect which remedy or combination of remedies to provide in its sole discretion. KONF shall have a reasonable time after determining that a defective Product exists to repair or replace a defective Product. KONF's replacement Product under its limited warranty will be manufactured from new and serviceable used parts. KONF's warranty applies to repaired or replaced Products for the balance of the applicable period of the original warranty from the date of shipment of a repaired or replaced Product, whichever is longer.

### Limitation of Damages

KONF's entire liability for any defective Product shall in no event exceed the purchase price for the defective Product. This limitation applies even if KONF cannot or does not repair or replace any defective Product and your exclusive remedy fails of its essential purpose.

### No Consequential or Other Damages

KONF has no liability for general, consequential, incidental or special damages. These include loss of recorded data, the cost of recovery of lost data, lost profits and the cost of the installation or removal of any Products, the installation of replacement Products, and any inspection, testing, or redesign caused by any defect or by the repair or replacement of Products arising from a defect in any Product.

In the United States, some states do not allow exclusion or limitation of incidental or consequential damages, so the limitations above may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

### Your Use of the Product

KONF will have no liability for any Product returned if KONF determines that:

- ⊙ The product was stolen from KONF.
- ⊙ The asserted defect:
  1. is not present,
  2. cannot reasonably be fixed because of damage occurring when the Product is in the possession of someone other than KONF, or
  3. is attributable to misuse, improper installation, alteration (including removing or obliterating labels and opening or removing external covers (unless authorized to do so by Konftec Corporation), accident or to KONF's specification for the particular Product. mishandling while in the possession of someone other than KONF.
- ⊙ The Product was not sold to you as new.

### Additional Limitations on Warranty

Konftec Corporation's warranty does not cover Products which have been received improperly packaged, altered, or physically damaged. Products will be inspected upon receipt.

#### Alterations

- ⊙ Missing barcode
- ⊙ No screw insertion seal

#### Damage

- ⊙ Connector(s) are damaged, cracked, missing or broken
- ⊙ Dented base casting
- ⊙ Dented top cover
- ⊙ Deep scratch

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## Konftec Corporation

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