

LIMITED WARRANTY AND SERVICE STATEMENT for SPiN Thoracic Navigation System™ 3000 and SPiN Thoracic Navigation System™ 4000

Veran Medical Technologies, Inc., a wholly owned subsidiary of Olympus Corporation of the Americas, by and through Olympus America Inc. (collectively, "Olympus"), offers this Limited Warranty and Service Statement (the "Limited Warranty and Service Statement") covering the SPiN Thoracic Navigation System™ 3000 and SPiN Thoracic Navigation System™ 4000 (excluding software) (collectively, the "System"). Olympus offers the opportunity to purchase an extended service plan to protect the System and to ensure it performs at its optimal capabilities after expiration of the Limited Warranty and Service Statement.

1. Equipment Warranty.

- (a) Olympus warrants the System will be free from material defects in workmanship or materials and will substantially comply with the specifications set forth in Olympus' instructions for use ("IFUs") provided to Customer for a period of one (1) year after the date of shipment. This warranty is valid only if the System is used in accordance with Olympus' IFUs and is subject to the exclusions stated herein. This warranty will not apply:
 - (i) If damage results from changes or modifications made to the System by Customer or third persons after the date of shipment.
 - (ii) If damage results from use of non-Olympus parts, components, and/or equipment (including but not limited to non-Olympus disposable instruments and software).
 - (iii) If damage results from service or repairs performed by any person or entity other than Olympus.
 - (iv) If damage results from a Force Majeure or other event beyond the control of Olympus.
 - (v) If damage results from negligence or improper use, including but not limited to: use by an untrained technician or clinician, improper storage or lack of routine maintenance, submersion in water or physical abuse, such as dropping, dismantling or otherwise.
- (b) The above warranty excludes any hardware that is lost or damaged through no fault of Olympus. Customer may purchase lost or damaged hardware and any replacement parts from Olympus at list price.
- (c) During the warranty period, Olympus will, at its discretion, either repair or replace a defective System and/or any defective component parts, subject to the conditions and exclusion stated herein. In the event the System and/or any component part is repaired or replaced, the warranty period will not be extended.

- 2. Software Warranty. Olympus warrants the software portion of the System will perform substantially in accordance with the then-current release of specifications if properly used in accordance with the procedures described therein for a period of one (1) year after the date of shipment. Olympus' warranty of the software portion of the System is expressly limited to exercising its reasonable efforts to correct any material defects during the warranty period stated above. Olympus does not warrant that use of the software portion of the System will be uninterrupted or error free.

LIMITED WARRANTY AND SERVICE STATEMENT

for SPiN Thoracic Navigation System™ 3000 and SPiN Thoracic Navigation System™ 4000

3. Limitations. The above warranties shall be personal to the original Customer or user. Unless otherwise expressly stipulated by Olympus and the original Customer in writing, any sale, rental, or other transfer or use of the product covered by this warranty to or by a user other than the original Customer shall cause the above warranties to immediately terminate. The above warranties do not apply to disposable instruments and other accessories.
4. Service Plan. During the term of this warranty period, Olympus will provide the following free of charge:
- (a) Installation of any released software upgrades (including minor enhancements or regular software revisions) within a commercially reasonable timeframe following the software release.
 - (b) Service visits between the hours of 8:00 AM and 5:00 PM (CST) Monday through Friday, excluding nationally observed holidays. Service visits shall be scheduled in advance at a mutually agreeable time for such time as is reasonably necessary to complete the service required.
 - (c) All service parts, travel, and onsite labor associated with servicing, upgrades, repairs, or replacement of the System or its component parts or software.
 - (d) vSupport – Technical assistance and troubleshooting through Olympus' virtual face-to-face Clinical Team support platform, which is available at 866-508-9653 between the hours of 7:00 AM and 4:00 PM (CST) Monday through Friday.
 - (e) Phone and computer-based technical assistance and troubleshooting with other Olympus technical support staff at the Customer's request to be scheduled at a mutually agreeable time.
 - (f) Corrective maintenance on the System's hardware and component parts.
5. Customer Obligations. During the term of this Limited Warranty and Service Statement, Customer agrees to comply with the following obligations, the failure of which will be considered a material breach and where noted will void this Limited Warranty and Service Statement and the above warranties:
- (a) Upon purchase of the System, Customer shall provide Olympus with a description of the site on which Customer intends to install and use the System (the "Location"). Customer shall ensure any location where the System is stored is maintained in a reasonably suitable condition, including but not limited to temperature and humidity control, incoming power supply, and fire protection system. To the extent Customer's material failure to maintain a reasonably suitable storage location causes damage to the System, Customer's failure shall void the warranties under this Limited Warranty and Service Statement.
 - (b) Customer shall ensure personnel who are properly trained on the operation and usage of the System use the System in accordance with relevant specifications. To the extent Customer's failure to adhere to this requirement causes damage to the System, Customer's failure shall void the warranties under this Limited Warranty and Service Statement.

LIMITED WARRANTY AND SERVICE STATEMENT

for SPiN Thoracic Navigation System™ 3000 and SPiN Thoracic Navigation System™ 4000

- (c) Customer shall adhere to Olympus' express instructions regarding Relocation of the System. "Relocation" shall mean: (a) movement of the System to another area within the Location in a way that would require the System to be lifted, dropped, tilted, jarred, or otherwise physically compromised; and (b) movement of the System outside the Location. Relocation by the Customer shall void the warranties under this Limited Warranty and Service Statement if undertaken by Customer or a third-party without prior written notification to Olympus. Following written notification, Customer shall adhere to Olympus' shipping requirements and crating or moving instructions for the System. Following Relocation by Customer or a third-party, Customer shall promptly contact Olympus to perform a post-Relocation inspection of the System and follow Olympus' recommendations regarding any necessary repairs or corrective maintenance. Customer shall be responsible for payment of the post-Relocation inspection and any repairs, maintenance or parts required in connection with the Relocation at Olympus' current rates. At the Customer's request, Olympus may also perform Relocation of the System for an additional service fee.
- (d) Promptly notify Olympus of any problem, failure, or malfunction of Olympus products covered by the above warranties ("Covered Products") that would result in the inability of the Covered Product to perform in accordance with its specifications. When reporting problems to Olympus or requesting services, Customer shall provide the identification number for all Covered Products and/or software name and version number.
- (e) Designate Customer personnel who are trained by Olympus to perform and install diagnostic activities recommended by Olympus and attempt to resolve issues at the Location prior to requesting on-site Services by Olympus.
- (f) Provide full and safe access to Covered Products, at no cost to Olympus, for any period when on-site Services are required or requested by Customer. To the extent Customer fails to adhere to this requirement, Olympus may require the Customer to ship the Covered Product to and from Olympus' location(s) at Customer's own cost.
- (g) Adhere to Olympus' shipping and crating instructions when Services are performed off-site and/or at Olympus' location(s). To the extent Customer's failure to adhere to this requirement causes damage to the Covered Products, Customer's failure shall void the warranties under this Limited Warranty and Service Statement.
- (h) Customer acknowledges that the Covered Products are or may be medical devices subject to federal regulations and agrees not to tamper with, alter, service, or modify any Covered Product (including the loading of additional software) without prior written consent from Olympus, as unauthorized modifications could render the device unsafe or ineffective for its intended use. Customer's unauthorized actions under this requirement shall void the warranties under this Limited Warranty and Service Statement. Customer shall indemnify and hold Olympus harmless against any damages, costs and expenses, including attorneys' fees, resulting from or related to such unauthorized actions. This provision shall survive termination, expiration or lapse of this Limited Warranty and Service Statement.
6. Installation and Training: Installation and training will be performed by Olympus personnel at the Customer's Location on a mutually agreed upon date. All installation and training will be completed within a reasonable time period not to exceed one (1) week unless otherwise agreed to in writing by Olympus and the Customer. Additional training hours shall be billed separately.
7. Return Procedure: In the event Olympus elects to repair a Covered Product that fails to meet the Limited Warranty and Service Statement above, Customer shall return the Product to Veran in the original shipping container (if container is not available, Olympus will supply Customer with the proper return container). The shipping label on all returns must contain the Return Material Authorization (RMA) number, which may be obtained by contacting the Customer Service Department. Products should be shipped freight prepaid via surface common carrier and sufficiently insured by Customer to cover the cost of any loss or damage associated therewith. All freight will be reimbursed to Customer by Olympus. Any extra charges for insurance, expediting, tailgate service, inside delivery, redelivery, specific delivery times, etc., will not be reimbursed to Customer.

LIMITED WARRANTY AND SERVICE STATEMENT

for SPiN Thoracic Navigation System™ 3000 and SPiN Thoracic Navigation System™ 4000

8. Exclusions: The limited warranties contained herein and all other Olympus Extended Plans exclude any injuries or damages caused in whole or in part by accidents, fault or negligence of Customer, its employees or agents, or by professional or technical medical personnel not employed by Olympus who perform work at or have privileges at Location, including but not limited to as the result of the selection of patients who will be aided by the products or the manner in which the products are used on patients, the service or modifications not performed in accordance with Olympus' IFUs, as a result of failure to service or use Olympus' products in accordance with the IFUs, or as a result of unauthorized inspection or repair of the products. Repair or replacement of such defective product shall be Customer's sole remedy under this Limited Warranty and Service Statement. Replaced parts become the property of Olympus.

DISCLAIMERS: OTHER THAN THE WARRANTIES SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). NO PERSON HAS THE AUTHORITY TO MAKE ANY REPRESENTATION OR WARRANTY OTHER THAN AS SET FORTH ABOVE. THE REMEDIES PROVIDED FOR IN THIS WARRANTY ARE THE EXCLUSIVE REMEDIES AVAILABLE FOR ANY BREACH THEREOF. NEITHER OLYMPUS NOR ITS SUPPLIERS OR DISTRIBUTORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGE OF ANY NATURE OR KIND CAUSED BY OR ARISING OUT OF A DEFECT IN THE SYSTEM.

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Printed in the USA OAIES0521FLY40670