

1. Document Overview:

- 1.1. This document summarizes the primary steps taken to respond to customer technical support and trouble shooting issues raised via phone calls to CVM Technical Support.

2. Product and Periods Covered

- | | |
|--|--------|
| 2.1. NuBOOM® | 1 year |
| 2.2. Digital Operating Room Control System (DOCS®) | 1 year |
| 2.3. Audio Visual hardware components of NuBOOM® | 1 year |

3. Additional Warranties and Services (available upon request)

- 3.1. Extension of warranty coverage duration
- 3.2. Periodic Maintenance agreement

4. Standard Warranty

- 4.1. CompView Medical warrants the functionality of our products (NuBOOM® and DOCS®) for the duration of the stated warranty period. Start date of warranty is the date of product installation or 60 days after shipment, whichever is earlier.
- 4.2. CompView Medical's customer service staff will attempt to correct any minor issues that may be causing the problem over the telephone. In the event that telephone consultation is insufficient to solve the problem, CompView Medical will arrange repair of any product defects.

5. Warranty Process

- 5.1. If your product is under warranty, here is the simple procedure to follow should you have a non-functioning component in your NuBOOM® or DOCS® system:
 - 5.2. Contact CompView Medical support via email at (CVMSupport@compview.com), or call (503)641-8439. The customer must have the model number, serial number, and date of purchase available.
 - 5.3. Our customer service staff will attempt to evaluate, and, as applicable, correct any minor issues that may be causing the problem. If we are unable to resolve the problem via telephone to the customers' satisfaction, CompView Medical will issue a Return Material Authorization (RMA) or schedule an on-site service visit, with the decision being at CompView Medical's discretion.
 - 5.4. Customer will return the failed component at their expense to CompView Medical using appropriate packaging. It is the responsibility of the customer to insure that they properly package the hardware, include all appropriate materials, and return it to the location specified by CompView Medical's customer service staff.

Components damaged in return shipment due to improper packaging will be charged to the customer.

- 5.5. Once CompView Medical determines that a product is defective, CompView Medical will, at our sole discretion, replace the defective unit with a similar new or refurbished unit, or, repair and return the original unit to the customer.
- 5.6. For software or programming issues, CompView Medical may at CompView Medical's discretion, send software to customer via disk or email to be installed by customer per CompView Medical's instructions.
- 5.7. At CompView Medical's sole discretion, the customer may be charged for returned components deemed functional; for returned units with only customer-caused damage; or, an hourly charge rate plus travel expenses for service calls precipitated by negligent or improper use.

6. Warranty Limitations and Exclusions:

- 6.1. This warranty is valid only for the first consumer purchaser (non-transferable).
- 6.2. This warranty will not apply to any product with a defaced, modified, or removed serial number.
- 6.3. This warranty will not apply to any product with damage, deterioration or malfunction resulting from:
 - 6.3.1. Accident, misuse, neglect, fire, water, lightning, or other acts of nature, unauthorized product modification, or failure to follow instructions supplied with the product, including unauthorized changes to software.
 - 6.3.2. Repair or attempted repair by anyone not authorized by CompView Medical.
 - 6.3.3. Any damage of the product due to shipment.
 - 6.3.4. Removal or re-installation of the product.
 - 6.3.5. Causes external to the product, such as electric power fluctuations or failure.
 - 6.3.6. Use of supplies or parts not meeting CompView Medical's specifications.
 - 6.3.7. Any other cause, which does not relate to a product defect.
 - 6.3.8. This warranty does not cover the expenses of product removal, installation, and freight from customer site, set-up service charges, or facility construction expenses.

7. Limitation of Implied Warranties

- 7.1. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE WARRANTY PROVIDED HEREIN, INCLUDING NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Exclusion of Damages

- 8.1. COMPVIEW MEDICAL'S LIABILITY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE PRODUCT. COMPVIEW MEDICAL SHALL NOT BE LIABLE FOR:
- 8.2. DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECTS IN THE PRODUCT, DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS

OF GOODWILL, INTERFERENCE WITH BUSINESS RELATIONSHIPS, OR OTHER COMMERCIAL LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 8.3. ANY OTHER DAMAGES, WHETHER INCIDENTAL, INDIRECT, CONSEQUENTIAL OR OTHERWISE.
- 8.4. ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.

9. Effect of Local Law

- 9.1. This warranty gives you specific legal rights, and you may have other rights, which vary from locality to locality. Some localities do not allow limitations on implied warranties and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you.