

## WARRANTY

This Warranty applies for the periods defined herein for the Product (“Warranty Period<sup>1</sup>”). VITACON warrants the Products will substantially conform to published specifications and to the documentation, provided that it is used for the purpose for which it was designed. VITACON will, for the warranty period, repair or replace any defective Product with new or reconditioned parts or Product that are functionally equivalent or superior to those originally supplied if the fault is due to a manufacturing defect. The Warranty does not cover bundled accessories delivered together with the Product such as: cables, computers, tablets, printers, keyboards, carts, etc. (“Third Party Products”). Third Party Products are covered under the Third Party Manufacturer’s warranty and VITACON will act as the liaison for service events between Customer and Third Party Manufacturer’s during the Warranty Period.

If Product is repaired or replaced within the Warranty Period for any reason, the original warranty is not extended beyond the initial Warranty Period. In no event will VITACON or its representatives be liable for direct, indirect, special, incidental, or consequential damages arising out of the use of or inability to use the Products, even if advised of the possibility of such damages. Neither VITACON nor its representatives are responsible for any costs, loss of profits, loss of data, or claims by third parties due to use of, or inability to use the Products. Neither VITACON nor its representatives will accept, nor be bound by any other form of guarantee concerning the Products other than this guarantee. Some jurisdictions do not allow disclaimers of expressed or implied warranties in certain transactions; therefore, this statement may not apply to you.

## ACCIDENTAL DAMAGE COVERAGE (ADC)

VITACON adds up to two (2) incidents of Accidental Damage Coverage (ADC) on VITACON Products (VitaScan LT Scanner Probe and VitaScan PD Console) per year during the warranty period, each subject to a maximum service fee of \$500 for repairs or \$1,600 for an unrepairable exchange, plus applicable tax.

## SERVICE EVENTS

For problems not solved via troubleshooting over the phone the customer must first obtain a Return Material Authorization (RMA) Number prior to sending Product to an Authorized Vitacon Service Center (“Service Center”). **The RMA Number must be visible on the outside of the package.** Absence of a visible RMA Number could result in the shipment being refused. Adequately package the Product to ensure it is not damaged during shipping. For added protection it is recommended you use a carrier capable of tracking the shipment. If Product is not received within thirty (30) days of issuance, the RMA Number will be cancelled. Shipping costs for sending Product for inspection are the responsibility of Customer.

### **Inspected Product determined to be in proper working condition:**

Product will be returned to Customer and Customer will be charged a \$210 Inspection Fee plus return shipping. Customer will be offered Product calibration while at the Service Center and if accepted (see Calibration pricing below), the \$210 inspection fee will be waived. Shipping costs in returning Product to Customer are the responsibility of Customer.

**Inspected Product determined to be in faulty condition within the warranty period and not user damaged:** Product will be repaired or replaced at no charge. If repair of Product will be more than two (2) business days from the receipt of Product at the Service Center, a comparable Loaner Product will be provided at no charge. Customer is responsible for the Loaner Product until it is returned to the Service Center. Loaner product must be returned, in the condition it was received, within seven business days of receiving repaired product. Shipping costs for sending and returning Loaner product, and returning original Product to Customer are the responsibility of the Service Center.

**Inspected Product determined to be in faulty condition outside the warranty period or user damaged within warranty period:** Customer will be presented with an estimate for the repair or replacement charges. Shipping costs in returning Product to Customer are the responsibility of Customer. Should Customer opt to not repair or replace the \$210 Inspection Fee will be assessed and the damaged component(s) will be retained by VITACON for proper disposal.

All components that the Service Center repaired or replaced will be under a service warranty for three (3) months or for the remainder of the original Warranty Period, whichever is applicable. The Service Center may recover the originally configured operating system bundled with the Product. VITACON will not restore or transfer any data or software from the Product’s original storage media to a replacement Product. If the Product is repaired, all user generated data may be permanently deleted.

## CALIBRATION

Annual Calibration is not required on your VitaScan Product. Each month, or whenever accuracy assessment is desired or in question, the accuracy of the VitaScan Product should be tested using the procedure detailed in the User’s Manual. Optionally, the Scanner Probe can be sent to the VITACON Service Center for factory calibration for a fee of \$375 plus return shipping.

## SERVICE CENTER CONTACT INFORMATION

Technical Support is available from 8am to 5pm Central Time, Monday through Friday. All shipments require an RMA (Return Merchandise Authorization) Number prior to shipping. Service Center: 1-800-757-8450 (option 2) or support@vitacon.us

<sup>1</sup> Warranty period is based on the model purchased from date of purchase (24 or 60 months). An optional warranty extension is available for extending a 24 month warranty to a 60 month warranty and must be purchased at the time of the Product purchase.