

**BIOLASE®**

Limited Warranty Statement

**1. Definitions.** The following defines the laser devices and accessories (“Systems”) addressed in this Limited Warranty. These terms will be used throughout the document and reference the products defined below:

- “Waterlase Systems” refers to the Waterlase iPlus, Waterlase Express, Waterlase MDX 300, Waterlase MDX 450, Waterlase MD, and Waterlase MD CPO lasers;
- “Diode System(s)” refers to the Epic Pro, Epic X, Epic 10, Epic V-Series, Epic S-Series, Epic T-Series, iLase, ezLase, and Diolase lasers;
- “Accessories” refers to handpieces, safety glasses, fiber optic delivery system for Diode lasers, and foot pedals.

**Limited Warranty – Laser Devices.** BIOLASE, Inc. (“Seller”) warrants to all original purchasers that the goods and parts, except the Accessories and the Fiber Optic Cables (described in Paragraph 4), of the WaterLase Systems that are of its manufacture and shipped hereunder shall be free from defects in material and workmanship for twelve (12) months following the date of installation of the equipment for the original purchaser.

Seller warrants to all original purchasers that the goods and parts, except Accessories, of the Diode Systems that are of its manufacturer and shipped hereunder shall be free from defects in material and workmanship for twenty-four (24) months following the date of shipment of the equipment for the original purchaser.

Seller warrants to all original purchasers that the Accessories that are of its manufacture and shipped hereunder shall be free from defects in material and workmanship for ninety (90) days following the date of installation of the equipment for the original purchaser. Subject to the exclusions and limitations set forth herein, if any of the goods, parts or Accessories become defective, malfunction or fail to conform to this written Limited Warranty under normal use and service, and if the original purchaser complies with Paragraphs 5 and 6 of this Limited Warranty, then Seller will, without charge, either repair or replace such goods or parts, as applicable.

This Limited Warranty is not transferable and may only be modified or amended by a written instrument executed by a duly authorized representative of Seller. Goods, Parts and Accessories replaced or repaired under this Limited Warranty are warranted only for the remaining unexpired portion of the original warranty period applicable to such goods, parts or Accessories.

**2. Products Not Covered By This Warranty.** This Limited Warranty shall extend to all goods and parts manufactured and sold by Seller, but shall not extend to:

- a. All Tips for WaterLase and Diode Systems;
- b. WaterLase Handpiece Mirrors.

**3. Exclusions.** This Limited Warranty shall not extend to, nor shall Seller be responsible for, damages or malfunction resulting from:

- a. Accident, misuse, mishandling or negligent use;
- b. Repairs, work or alterations to affect the stability, reliability or proper operation of such goods; or
- c. Connection, installation, usage or adjustment otherwise than in accordance with the instructions furnished by Seller.

**4. Additional Limitations.** This Limited Warranty shall be further limited as follows:

Seller will replace a maximum of two (2) Fiber Optic Cables WaterLase system (in addition to the Fiber Optic Cable provided with the initial shipment) pursuant to this Limited Warranty free of charge. All Fiber Optic Cables will be shipped to the Customer via second-day priority air, except where such service is not available. Requests for overnight delivery will incur a \$25.00 additional fee (billable at the time of the shipment).

Additional Fiber Optic Cables requested beyond these defined amounts will incur a \$795.00 surcharge, plus shipping and handling charges. Seller shall evaluate each good, part and Accessory returned pursuant to this Limited Warranty. If Seller determines that a good, part or Accessory has been returned without cause and is still serviceable, purchaser shall be notified and the good, part or Accessory shall be returned at purchaser's expense. In addition, a charge for testing and examination may, in Seller's sole discretion, be charged to original purchaser on goods, parts and Accessories so returned.

**5. Condition Precedent to Enforcement of this Limited Warranty.** As a condition precedent to enforcement of this Limited Warranty, the original purchaser must, within ten (10) days from the date of installation of the Systems, execute and return to Seller the Warranty Registration Card that was sent with the System(s).

**6. Enforcement of Limited Warranty.** Any defective good, part or Accessory shall be repaired or replaced subject to the terms of this Limited Warranty by returning the defective good, part or Accessory, with shipping and/or transportation charges prepaid, to BIOLASE, Inc., Warranty Department, 4 Cromwell, Irvine, California 92618. The risk of loss of the goods, parts or Accessories shipped shall be borne by the purchaser.

**7. Warranties Limited; Consequential and Incidental Damages Excluded.** Seller makes no express or implied warranties, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose except as expressly set forth in this Limited Warranty. Any implied warranties imposed by law shall be limited to the duration of any express limited warranties hereunder. In no event shall Seller be liable for any incidental, consequential, indirect, or special damages of any kind, including, but not limited to, damages for loss of revenue, loss of use, loss of business or business opportunity, or other similar financial loss arising out of or in conjunction with the performance, use of or interrupted use of Seller's products, systems or materials.

**8. Acceptance.** Use of any of the goods, parts or Accessories supplied by Seller for five (5) or more days shall create a conclusive presumption that such items meet all of the specifications for such items, and shall constitute full acceptance.

**9. Limited Warranty Void.** This Limited Warranty shall be void immediately upon the occurrence of one of the following:

- a. Purchaser uses non-authorized accessories in connection with the operation of the Systems. A "non-authorized accessory" means an accessory that was not (i) manufactured by Seller or (ii) certified in writing by Seller for use with the Systems;
- b. Purchaser does not participate in the minimum BIOLASE authorized training certification required by Seller (in office orientation and 2 day certification training course) prior to purchaser commencing the operation of the Systems;
- c. Purchaser has repairs made by non BIOLASE certified service personnel.

**10. No Other Warranties Made.** This Limited Warranty is in lieu of all other express or implied warranties of Seller, and Seller does not assume, nor does it authorize any person to assume on its behalf, any other obligation or liability.

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