## Codonics<sup>®</sup> Horizon<sup>®</sup> Sunrise Express Limited Warranty

## **Technical Brief**

#### WHAT WE WILL PROVIDE

The Codonics Horizon Multi-Media Dry Imager is warranted by Codonics, Inc. against defects in materials and workmanship for 12 months from the date of original purchase or for the length of the term provided in the contract that this warranty is amended to. The Codonics Horizon Sunrise Express warranty provides for the replacement of the Horizon Multi-Media Imager with a new or reconditioned imager should the end user, after a failure, be unable to return the unit to correct operating condition through taking the steps identified in the troubleshooting section of the User's Manual and after performing troubleshooting with Codonics corporate Technical Support. Limitations apply. The replacement of the Horizon Multi-Media Imager with a new or reconditioned unit is solely at the discretion of Codonics.

The Horizon Sunrise Express Limited Warranty is applicable in Australia, Canada, Chile, China, Costa Rica, Dominican Republic, European Union Member States (27), El Salvador, Guatemala, Honduras, Israel, Japan, Korea, Kuwait, Malaysia, Martinique, Mexico, New Zealand, Nicaragua, Norway, Panama, Philippines, Puerto Rico, Saudi Arabia, Singapore, South Africa, Switzerland, Taiwan, Thailand, Trinidad & Tobago, United Arab Emirates, the United States of America (50), and Uruguay. This warranty is not applicable in any other country. In those countries where this warranty is not applicable, the warranty offered provides parts and labor coverage as defined in document "Horizon 12-Month Return To Factory Limited Warranty".

The Codonics Horizon Sunrise Express warranty provides coverage for Horizon Series products located around the world with replacement equipment dispatched from Codonics' facilities in Middleburg Heights, Ohio, Lisbon, Portugal, Shanghai, China and Tokyo, Japan.

#### **REQUIRED PROCESS**

The customer reports a hardware problem to the original purchasing party. The original purchasing party handles front line technical support. In the event that the original purchasing party is unable to resolve the difficulty, the original purchasing party contacts Codonics directly. Codonics' Technical Support personnel will analyze the service needs, assist the original purchasing party technical personnel to troubleshoot the problem and, if necessary, arrange for an exchange unit to be dispatched to the customer site. The original purchasing party must supply the serial number, model number and location of the unit in order to verify Horizon Sunrise Express warranty.

A replacement Horizon Imager will be dispatched after legitimate troubleshooting is performed and has been accepted by Codonics. Codonics reserves the right to have corporate Technical Support Personnel contact the end user to verify or perform troubleshooting if it is determined to be appropriate.

Codonics corporate Technical Support personnel will contact the appropriate Regional Dispatch Facility to register and confirm the required dispatch. An exchange unit of equal or greater functionality will ship using priority service within one business day if the request for swap is received at one of the Regional Dispatch Facilities by 15:00 local time to the dispatch center, otherwise, the exchange unit will be sent out the following business day. Time of delivery to the customer site is determined by local customs and border limitations.

IMPORTANT NOTE: Due to logistical constraints and international carrier limitations in various countries, Codonics reserves the right to require an authorized purchasing agent for the customer to fax a signed copy of the "intention of payment" form, Exhibit II B, acknowledging that if the failed Horizon imager is not shipped from the customer within two business days after receipt of the replacement unit and received within 20 business days, Codonics will issue, and the customer will pay, an invoice for the full retail amount of the Horizon imager sent to the customer.

The end user is responsible for any damage, cosmetic or otherwise, as a result of misuse, improper packaging, and the use of non-removable identification labels on the unit's encasement. If a unit is returned to Codonics with damage not covered under warranty, Codonics will invoice the end user for all parts and labor required to make the unit "like new." Examples of damage not covered by warranty are: unit not returned in the <u>original packaging container</u> or not packed correctly, severe cover(s) damage (deep scratches, cracks, etc.), non-removable hospital asset labels or markings. The failed unit, once repaired, becomes the property of Codonics.

# VERIFICATION OF WARRANTY STATUS AND INITIATION OF HORIZON SUNRISE EXPRESS PROGRAM

The original purchasing party shall contact Codonics and provide the failing equipment's serial number and information regarding the troubleshooting that was performed. Codonics corporate Technical Support personnel will advise the original purchasing party of the warranty and replacement unit dispatch status and if appropriate, provide the RMA number used to initiate the Horizon Sunrise Express action.

IMPORTANT NOTE: In the event that a Horizon Imager returned under this program is evaluated by Codonics technical personnel and found to not have any functional problem, investigation may be made into the reason, and Codonics may, in the event of misuse or abuse of the system, at its option, invoice the customer for the costs incurred for the return and evaluation of the unit, require that any subsequent swaps for the customer site be approved in writing by Codonics corporate headquarters, and/or void the Horizon Sunrise Express warranty reverting to Return To Factory repair.

#### CONTACTING CODONICS

Codonics Direct Technical Support (English Speaking) is available 24 hours per day. Telephone hotline support Domestic: 800-444-1198 or International: +1-440-243-1198. By email: support@codonics.com

Codonics Europe, Middle East, and Africa support may be contacted using +3 51 217 721 050 ; <u>EU-Support@codonics.com</u>

Codonics Japan may be contacted using +81 (0) 3-5730-2297.

Codonics China may be contacted using, in China, 800-820-8635, or by email to <u>chinasupport@codonics.com</u>.

Problem reports and software updates are available by contacting e-mail address: <a href="mailto:support@codonics.com">support@codonics.com</a>

#### SHIPPING INSTRUCTIONS

#### For in warranty (Horizon Sunrise Express) shipments:

A Return Materials Authorization (RMA) number is included with the replacement unit dispatched to the end user facility. The end user must

prominently affix the included RMA number to the outside of the box and use the packing material provided with the replacement unit to package the failed unit for return to Codonics. Failure to use proper packaging material may result in damage to the imager and repair of such damage will be billed to the end user.

If no other shipping method is arranged, Codonics will issue a call tag for retrieval of the failed unit. Please provide Codonics' technical support representative with the name and phone number of the person the freight company should contact to pick up the failed unit. The properly packaged failed unit must be ready for pick up no later than the next business day after receipt of the replacement unit.

#### For out of warranty shipments:

A Return Materials Authorization (RMA) number must be obtained from a Codonics technical support or sales/customer service representative. You must provide the serial number of the Product and must have approved Codonics packing material before an RMA number will be issued. If packing materials are needed, the end user is responsible for their purchase. Any damage incurred in transit is not covered by Codonics. Codonics suggests that the shipment be insured. Failure to use proper packaging material and an RMA number for returns may result in Products being rejected at the factory. Failure to use proper packaging may result in damage to the imager.

Should your product/products require service, return it with the following information attached: owner's name, address, and telephone number, the model number, the complete serial number, and a clear description of the problem and service required. Any out-of-warranty repairs are warranted against defects in materials and workmanship for a period of 90 days from the date of service, unless provided differently by local country law.

#### NOTICE: VERY IMPORTANT

Be certain to: Power the unit down correctly to ensure proper parking of the thermal printhead. Remove and retain the receive trays, SmartCard, supply cassettes and donor before shipping in original packaging container.

The packaged unit should be shipped to an advised Codonics Service Center. Contact your sales representative or technical support for assistance. The RMA number should be clearly written on the outside of the box. In any correspondence, refer to the product by model number and serial number.

If the unit is not under warranty, it is your responsibility to pay shipping charges for delivery to the Codonics.

Out-of-warranty repairs in the United States (and some other countries) will be returned C.O.D. (covering shipping costs and the service charge). Other shipping and billing arrangements may be negotiated on a case-by-case basis.

# HORIZON SUNRISE EXPRESS WARRANTY AND EXTENDED WARRANTY

Coverage is available for years one through five.

Part Number / Description for Horizon Ci / GS H-DPT-1 Horizon, global, depot single swap, year 1 H-DPT-2 Horizon, global, depot single swap, year 2 H-DPT-3 Horizon, global, depot single swap, year 3 H-DPT-4 Horizon, global, depot single swap, year 4 H-DPT-5 Horizon, global, depot single swap, year 5 H-DPT-2-3 Horizon, global, depot single swap, covers years two through three H-DPT-2-5 Horizon, global, depot single swap, covers years two through five NOTE: For the Horizon SF series, order using prefix HSF: example HSF-DPT-1.

NOTE: Prices and Programs are subject to change without notice.

#### LIMITATIONS

This warranty does not apply in all countries. Warranty is voided if the product has been damaged by accident, misuse, abuse, incorrect installation, or unauthorized modifications.

No other express warranty is given. The replacement or repair of a product is the exclusive remedy. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED HEREIN, CODONICS, INC. DISCLAIMS ALL WARRANTIES ON THE PRODUCTS FURNISHED HEREUNDER, INCLUDING ANY AND ALL IMPLIED WARRANTIES FOR MERCHANTABILITY AND FITNESS. Some states, provinces, or countries prohibit limitations on the length of an implied warranty; therefore the above-cited limitations may not be applicable to you. IN NO EVENT SHALL CODONICS, INC. BE LIABLE FOR CONSEQUENTIAL DAMAGES. Some states, provinces, or countries prohibit the exclusion or limitation of incidental or consequential damages; therefore the above limitation or exclusion 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, province to province, or country to country.

Products are sold on the basis of the specifications applicable at the time of manufacture. Codonics, Inc. shall have no obligation to modify or update products once sold.

NO AGENT, REPRESENTATIVE, DEALER, OR EMPLOYEE OF THE COMPANY HAS THE AUTHORITY TO INCREASE OR ALTER THE OBLIGATIONS OF THE WARRANTY.

### Exhibit 2C:

### Intention Of Payment

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Date:	
To: Codonics	, Inc., Customer Service, attn: Post Sales Support Coordinator
From (Purchasi	ng Authority):
Organization:	
Address 1:	
Address 2:	
<i>Re:</i> Agreeme	nt to provide payment for equipment not returned to Codonics

As a representative of the organization named above and having the authority to purchase for this organization equipment with greater or equal cost than that of the Horizon Imager as priced in this paragraph, my signature below indicates agreement to accept and pay the invoice from Codonics for the full retail price of the Horizon Imager unit in the amount of \_\_\_\_\_\_ in the event that the faulty equipment, for which Codonics provided replacement equipment in accord with the Codonics Horizon Sunrise Express Limited Warranty, is not received at Codonics, Incorporated, Cleveland, USA, within twenty business days from the date of the shipment of the replacement unit.

Authorized Official:	
Printed Name of Buyer:	
Telephone Number:	
Fax Number:	