

**Clarius Warranty Schedule  
for the Hologic Viera™ Portable Breast Ultrasound Scanner**

**1. Scope and Duration of Warranties**

**Covered Products.** The warranties contained in this Warranty Schedule are **provided to Customer solely by Clarius** and are limited to the following products manufactured by Clarius and supplied to Customer by Hologic through an executed Quotation or an accepted Purchase Order (the “Covered Products” in this Warranty Schedule):

- (a) Newly-manufactured Viera™ Portable Breast Ultrasound Scanners (“Scanners”); and
- (b) Batteries, chargers, charger cables, and other accessories (collectively, “Batteries and Accessories”).

**Limited Warranty.** HOLOGIC IS NOT PROVIDING CUSTOMER WITH ANY WARRANTY OF ANY KIND, NEITHER EXPRESS NOR IMPLIED, FOR THE VIERA™ PORTABLE BREAST ULTRASOUND SCANNER OR ITS BATTERIES AND ACCESSORIES. The warranties contained in this Warranty Schedule are **provided to Customer solely by Clarius**, the manufacturer of such products. Clarius warrants to Customer that each Covered Product will be free from defects in materials and workmanship, subject to the limitations set out in this Warranty Schedule. **This warranty is made by Clarius to Customer only and does not extend to any subsequent purchaser or transferee of the Covered Product.**

**Warranty Period.** The warranty period for all warranties is limited in time in accordance with Section 4 (Warranty Types) below. The initial warranty period begins on the date that the Covered Product(s) is delivered to Customer in response to an executed Quotation or an accepted Purchase Order. For orders with multiple shipments, the warranty period begins when the first shipment is delivered. The warranty period for any **replacement product** or component, or repair to a Covered Product, furnished to Customer as a warranty remedy will be the unexpired portion of the warranty period applicable to the repaired, adjusted or replaced Covered Product.

**2. Sole Warranty Remedies**

Clarius’ obligation and liability under the Limited Warranty of a Covered Product is limited solely to repair, adjust or replace (with new or exchanged replacement parts or devices) the non-conforming Covered Product. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF CUSTOMER FOR ANY BREACH OF WARRANTY.

**3. Warranty Exclusions**

The Limited Warranty of the Covered Products do not cover:

- (a) Any work external to the Covered Products.
- (b) Any damage to the Covered Products caused by an external source, regardless of nature.
- (c) Maintenance, connection or removal of any device to the Covered Products not furnished by Clarius or Hologic.
- (d) Repair or replacement of any damage, defect, deficiency, or loss resulting from, in whole or in part: (1) the use of any Covered Products in a manner or configuration other than as specified in applicable instructions, specifications, manuals or other documentation provided by Clarius or Hologic (including any use of the Covered Products for off-label purposes or with a device other than the list of compatible smart devices specified by Clarius in its operational manual or on the Clarius or Hologic website); (2) improper storage, handling, use or maintenance of the Covered Products; (3) failure of recommended or customary environmental conditions to be met; (4) dismantling, alterations, or repairs performed by persons other than Clarius’ authorized personnel; or (5) any other cause beyond Clarius’ reasonable control, including resulting from accident, neglect, negligence, abuse, misuse, intentional damage, theft, vandalism, or disasters (such as flood, earthquakes, fire, war, epidemics, riots, military action, acts of terrorism, or acts of God).
- (e) Upgrades to or other modifications of the Covered Products done with materials not supplied by Clarius, including without limitation, any software, firmware or hardware modifications to the Covered Products.
- (f) Any work for cosmetic purposes.
- (g) Consumable parts.

- (h) Batteries and Accessories after the Standard Warranty's warranty period for such items (as defined in Section 4(a) below).
- (i) Failure to use properly qualified, trained, and licensed personnel in the operation of the Covered Products.
- (j) Any Covered Products contaminated with blood or other potentially infectious substances.

#### 4. Warranty Types

##### Standard Warranty

This Standard Warranty is included with the purchase of a Covered Product from Hologic.

(a) Standard Warranty: If there is a breach of the Limited Warranty Section 1 above for any Covered Product within the Warranty Period (defined below), Clarius will: provide all replacement device parts, software updates and image upgrades (excluding new features) which Clarius regularly makes available to its customers of such Products at no additional fee; and, if necessary, provide replacement products of equivalent or better condition. Delivery of any repaired or replacement device or parts shall be provided by standard shipping (e.g., ground) speeds.

The warranty period for the different Covered Products defined in Section 1 above are:

- (1) Scanners: twelve (12) months
- (2) Batteries and Accessories: six (6) months

##### Extended Warranty Options

Extended warranty options, including Advantage and Advantage Plus, are non-refundable and may be purchased by Customer only at point-of-sale of a newly-manufactured Viera™ Portable Breast Ultrasound Scanner.

(b) Advantage: for an additional charge, Advantage extends coverage for Scanners under the Standard Warranty to a **total coverage period** of, depending on the option purchased by Customer, either **three (3) years or five (5) years from the beginning of the initial warranty period**. The same terms and conditions (including standard shipping speed) for obtaining warranty service under the Standard Warranty apply to this extended warranty option.

(c) Advantage Plus: for an additional charge, Advantage Plus includes the coverage and term provided under the equivalent Advantage option, and Clarius will also provide the following enhanced warranty services during the coverage period:

- (1) for Scanners, notwithstanding the exclusion of coverage for accidental damage in section 3(d)(5) (Warranty Exclusions), Advantage Plus covers the repair or replacement of Scanners damaged by **accidental drop during the coverage period**; provided, however, that Scanner repair or replacement under a claim of accidental drop is **limited to one (1) incident per year over the extended warranty period**.
- (2) Any repaired or replacement Scanners arising from a legitimate warranty claim will be delivered using expedited shipping methods.

All other terms and conditions for obtaining warranty service under the Standard Warranty shall apply.

Clarius reserves the right to inspect all Scanners returned to Clarius under a claim of accidental drop, and Clarius may deny coverage under Advantage Plus' enhanced warranty services if Clarius determines that damage did not arise as a result of accidental dropping of the Scanner. Such inspection may include: a visual inspection of the Scanner and/or a review or analysis of sensor data collected by the returned Scanner.

Clarius will take all reasonable measures to have the repair services described in this Section 4 be performed by qualified personnel in a professional manner. However, such measures shall not be deemed to extend the warranty period for any Covered Product.