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## **NES Health Scanner (3) Three Year Limited Warranty**

Revision 3 | Jan 2015

NES Health's warranty obligations for this hardware product are limited to the terms set forth below:

NES Health Limited ("NES Health") warrants this NES Health branded hardware product against defects in materials and workmanship under normal use for a period of THREE (3) YEARS from the date of retail purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, NES Health will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product.

**THIS WARRANTY DOES NOT AFFECT YOUR STATUTORY RIGHTS EXCLUSIONS AND LIMITATIONS**

This Limited Warranty applies only to hardware products manufactured by or for NES Health that can be identified by the "NES Health" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-NES Health hardware products or any software, even if packaged or sold with NES Health hardware. Manufacturers, suppliers, or publishers, other than NES Health, may provide their own warranties to the end user purchaser, but NES Health, in so far as permitted by law, provides their products "as is". Software distributed by NES Health with or without the NES Health brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use. NES Health does not warrant that the operation of the product will be uninterrupted or error-free. NES Health is not responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply: (a) to damage caused by use with non-NES Health products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the product outside the permitted or intended uses described by NES Health; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of NES Health; (e) to a product or part that has been modified to alter functionality or capability without the written permission of NES Health; (f) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (g) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; or (h) if any NES Health serial number has been removed or defaced.

**THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER STATUTORY RIGHTS, WHICH VARY FROM COUNTRY TO COUNTRY. NES HEALTH'S RESPONSIBILITY FOR HARDWARE DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE**

AS DETERMINED BY NES HEALTH. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. SAVE TO THE EXTENT PERMITTED BY LAW NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD.

No NES Health reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, NES HEALTH IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH NES HEALTH PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.

SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### OBTAINING WARRANTY SERVICE

Please access and review the online help resources referred to in the documentation accompanying this hardware product before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact the NES Health representatives using the information provided in the documentation. When calling, a NES Health representative will help determine whether your product requires service and, if it does, will inform you how NES Health will provide it. You must assist in diagnosing issues with your product and follow NES Health's warranty processes. NES Health may restrict service to the country where NES Health or its authorized distributors originally sold the hardware product and provide warranty service (i) by sending you prepaid way bills (and if you no longer have the original packaging, NES Health may send you packaging material) to enable you to ship the product to NES Health's repair service location for service, or (ii) by sending you new or refurbished customer-installable replacement product or parts to enable you to service or exchange your own product ("DIY Service"). Upon receipt of the replacement product or part, the original product or part becomes the property of NES Health and you agree to follow instructions, including, if required, arranging the return of original product or part to NES Health in a timely manner. When providing DIY Service requiring the return of the original product or part, NES Health may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, NES Health will cancel the credit card authorization, so you will not be charged for the product or part and shipping costs. If you

fail to return the replaced product or part as instructed, NES Health will charge the credit card for the authorized amount.

Service options, parts availability and response times may vary. Service options are subject to change at any time. In accordance with applicable law, NES Health may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please refer to the accompanying documentation for more details on this and other matters on obtaining warranty service.

NES Health will maintain and use customer information in accordance with the NES Health Customer Privacy Policy accessible at <http://www.neshealth.com/privacy-policy/>.

To the extent permitted by law, this limited warranty is governed by and construed under the laws of the United Kingdom, or for consumers the laws of the country where NES Health or its authorized distributors originally sold the hardware product