

# THE NEXTVEIN WARRANTY AND SERVICE OFFERINGS

## Terms and Conditions

### 1. General

1.1. The V800NV Vein Visualization System and the S800NV Wheeled Stand (hereinafter referred to as "equipment") are sold with a one-year limited warranty included in the purchase price from NEXTVEIN LLC (hereinafter referred to as "Company").

If you purchased the equipment from the Company and are using the equipment in the United States, you may be entitled to additional benefits that are described below.

If you are using the equipment outside the United States, please contact your local distributor for information on warranty and service entitlements in your country.

1.2. In the United States, you may have other rights that vary from state to state.

### 2. Precautions

2.1. Before using the product, please read the instructions completely.

2.2. If you are going to be storing the device for extended periods, ensure that the device is fully charged before storing.

### 3. Manufacturer's Warranty

3.1. The S800NV warranty is provided by The Company LLC, phone number 833-321-6398.

3.2. When the equipment is purchased and used in the United States, warranty logistics are provided by the Company. To make a warranty claim, please use our support system at <https://support.nextvein.com/portal/en/signin>

3.3. Outside the United States, warranty logistics are provided by your local distributor. Please contact them for additional information.

### 4. Scope of Manufacturer's Warranty

4.1. The manufacturer warrants that the equipment meets the specifications in effect at the time of purchase and the equipment is in a new and unused condition

# THE NEXTVEIN WARRANTY AND SERVICE OFFERINGS

## Terms and Conditions

unless otherwise specified at time of purchase and does not infringe on the intellectual property of any third party. The sole remedy for any claim is repair, replacement or return of the equipment for a refund of the purchase price at the manufacturer's discretion.

### 5. Exclusions

5.1. Warranty service does not cover the equipment if the fault is due to:

5.1.1. damage caused by improper use, storage, or maintenance,

5.1.2. damage caused by force majeure,

5.1.3. the product has been disassembled, or,

5.1.4. the product has been repaired by a third-party.

5.2. The following modifications may be made by the customer without voiding the warranty:

5.2.1. Asset or other identifying labels may be applied to the outside surfaces of the device. or,

5.2.2. Asset location tags such as RFID tags may be applied to the outside surfaces of the device.

5.3. The standard repair process is a replacement of the equipment with repaired to specification equipment. Please note that labels and tags will not be returned to the customer if they are on equipment that is sent in for service.

### 6. Warranty Process

6.1. The warranty provides for replacement of the equipment. The customer must receive an RMA number and follow the return instructions. Shipping to the repair depot is at the Company's expense. The service depot will determine if the equipment is 1) still covered under warranty and 2) the failure is eligible for warranty repair. If the equipment is eligible, at the manufacturers discretion the equipment will be repaired or replaced and shipped to the customer with shipping at the manufacturer's expense.

6.2. The warranty period is not extended by the repair or replacement of the equipment due to a warranty claim.

### 7. Enhanced Service Programs

# THE NEXTVEIN WARRANTY AND SERVICE OFFERINGS

## Terms and Conditions

- 7.1. If purchased in the United States and used in the United States, the equipment is eligible for the following benefits over and above the manufacturer's warranty.
- 7.2. Extended Service Period The customer may choose at the time of purchase to extend the standard one-year manufacturer's warranty up to a five-year extended service period. The cost for this service is a flat fee that is paid at the time of purchase.
- 7.3. The extended warranty must be purchased within 30 days of the purchase of the device. At it's option the company may waive this requirement.
8. Forward Swap. If the equipment requires repair, the Company will provide a shipping label and when the label is scanned by the carrier, the replacement device will be shipped to the customer. The customer must return the faulty device to The Company within 30 days of receiving the replacement device or a new RMA will be required.
9. Damage Coverage. In the United States, coverage is extended above and beyond the warrant to include accidental damage to the device, such as dropping or getting it wet. This coverage is only available for devices that are sold and used in the United States.
10. Limitation of Liability
  - 10.1. The manufacturer and the Company's entire liability and the customer's exclusive remedy for any claim shall not exceed the purchase price of the equipment.
  - 10.2. The manufacturer and the Company shall not be liable for any indirect, incidental, or consequential damages (including, but not limited to, damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use or inability to use the equipment, even if the manufacturer or The Company has been advised of the possibility of such damages.
11. Governing Law and Dispute Resolution
  - 11.1. This Agreement shall be governed by the laws of the State of New York, USA.

# THE NEXTVEIN WARRANTY AND SERVICE OFFERINGS

## Terms and Conditions

11.2. Any legal action arising out of this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

### 12. Entire Agreement

12.1. This Agreement constitutes the entire agreement between the customer and the manufacturer and the Company and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter of this Agreement. No amendment to or modification of this Agreement will be binding unless in writing and signed by the manufacturer and the Company.

### 13. Severability

13.1. If any part of this Agreement is found invalid or unenforceable, that part will be enforced to the maximum extent possible, and the remainder of this Agreement will remain in full force and effect.

### 14. Waiver

14.1. The failure of either party to exercise any of its rights under this Agreement shall not be deemed a waiver or forfeiture of such rights or any other rights provided under this Agreement.