

# DENT INSTRUMENTS' WARRANTY STATEMENT

Seller warrants to Buyer that the products or services are free from substantial defect in material and workmanship under normal use given prior installation and maintenance for the period of 12 months after delivery. (SMARTloggers™ are warranted for a period of 36 months after delivery.)

Buyer will promptly notify Seller of any defect in the product or service. Seller or its agent will have the right to inspect the product or workmanship on Buyer's premises. Seller has the option to: (a) repair, replace or service at its factory or on Buyer's premises the product or workmanship found to be defective; or (b) credit Buyer for the product or service in accordance with Seller's depreciation policy. Refurbished material may be used to repair or replace the product. Products returned to Seller for repair, replacement or credit will be shipped prepaid by Buyer.

## LIMITATION OF WARRANTY

CORRECTION OF DEFECTS BY REPAIR, REPLACEMENT, SERVICE OR CREDIT WILL BE AT SELLER'S OPTION AND CONSTITUTE FULFILLMENT OF ALL OBLIGATIONS TO BUYER FOR BREACH OF WARRANTY.

Seller assumes no warranty liability with respect to defects in the product caused by: (a) modification, repair, installation, operation or maintenance of the product by anyone other than Seller or its agent, except as described in Seller's documentation; or (b) the negligent or other improper use of the product.

Other manufacturers' equipment purchased by Seller and resold to Buyer will be limited to that manufacturers' warranty. Seller assumes no warranty liability for other manufacturers' equipment furnished by Buyer.

No agent, distributor, or representative is authorized to make any warranties on behalf of Seller or to assume for Seller any other liability in connection with any Seller product or service.

## DISCLAIMER OF WARRANTY

Buyer understands and agrees as follows:

THE ABOVE WARRANTY REPLACES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, & ALL OTHER OBLIGATIONS OR LIABILITIES OF SELLER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER. THE FOREGOING WILL BE THE SOLE AND EXCLUSIVE REMEDY WHETHER IN CONTRACT, TORT, OR OTHERWISE, & SELLER WILL NOT BE LIABLE FOR INJURIES OR DAMAGES CAUSED BY THE GROSS NEGLIGENCE OF SELLER. THIS LIMITATION APPLIES TO ALL SERVICES AND PRODUCTS DURING AND AFTER THE WARRANTY PERIOD.

## LIMITATION OF REMEDIES

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR COMMERCIAL LOSSES EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

## GENERAL PROVISIONS

- A. Seller reserves the right to subcontract any obligation hereunder.
- B. No waiver will be valid unless in writing and no waiver granted will release Buyer from subsequent strict compliance herewith.
- C. Seller is not liable for failure or delay in fulfilling its obligations under these Terms and Conditions due to causes beyond its reasonable control.
- D. The laws of the State of Oregon, U.S.A. will apply to all transactions hereunder. Any action hereunder will be brought in Deschutes County, in the State of Oregon, U.S.A. Any claim, except for nonpayment, will be brought within one year of product shipment or completion of services and Buyer will be liable for any collection costs or attorney fees.
- E. Claims for non-conforming orders must be submitted within 30 days from shipment date.
- F. These Terms & Conditions together with Seller's Order Acknowledgment constitute the entire agreement between the parties with respect to the subject matter hereof & supersede any prior or contemporaneous agreement or representation written or oral. Any amendment hereto must be written and signed by Seller.

## SERVICE AND SUPPORT FOR DENT INSTRUMENTS' PRODUCTS

Before calling, remember that many questions are answered in the Operator's Guide for your product. Furthermore, there is extensive product information on the website. In the event that you have a problem with your DENT product that you cannot resolve, please note the following information. Before contacting DENT Tech Support, note the Model Name and Serial Number for your product. You should also be prepared to list the hardware and software details of your PC and related equipment.

### CONTACT DENT INSTRUMENTS TECHNICAL SUPPORT

541.388.4774 or 800.388.0770

TECHHELP@DENTINSTRUMENTS.COM

WWW.DENTINSTRUMENTS.COM