

Warranty Terms

The following warranty terms apply to the sale of LM-Instrument Oy's products (hereinafter "Products") to a purchasing company or individual by LM-Instruments Oy (hereinafter "LM").

LM hereby warrants that the Products will be free from defects arising from faulty materials or workmanship for a period of twenty-four (24) months from the date of purchase by a customer from LM's authorized dealer (hereinafter "Authorized Dealer"). The warranty period is exceptionally three (3) months for products with a life inherently shorter than 24 months due to normal wear and tear (for example tips of hand instruments, tips of ultrasonic scalers, tips of endodontic files and grinding stones of sharpening devices) and for RFID tags to dental instruments manufactured by third party manufacturer (hereinafter "Third Party").

This warranty shall not apply to Products or parts thereof,

- a) which have been subject to abuse, misuse, negligence or accident or are not connected to proper power supply;
- b) to which any modification, alteration or attachment has been made without written consent of LM;
- c) which are installed or operated violating instructions for installation, use and maintenance; or
- d) which are normally consumed in operation (for example working tips of LM-MultiHolder).

End-user is entitled to install RFID tags to dental instruments manufactured by Third Party. When installing RFID tags to the dental instruments manufactured by Third Party (hereinafter "Instruments"), end-user is liable to check warranty terms and product information of the Instruments to ensure that instalment does not have adverse effect to Instruments or to the terms and conditions applied between end-user and its suppliers. End-user shall install RFID tags to Instruments or get those installed by LM or other party at its own risk. LM shall not be liable for any damages accrued due to the instalment of RFID tags to Instruments. This limitation of liability does not apply in respect of damage caused by

- a) negligence of LM when installing the RFID tags to Instruments, or
- b) RFID tags defective at the time of delivery to end-user

to personal private property, or personal injury or death.

The sole and exclusive remedy under this warranty shall be limited to correct or circumvent the errors or to repair or replacement of defective parts of Products, EXW LM's factory, providing that a written claim of the defect is sent to LM within the warranty period and the original part is returned to LM's factory by the Authorized Dealer, and LM's inspection establishes the existence of such a defect.

The end customer must contact the Authorized Dealer from whom the Products were purchased to request repair or replacement under this warranty and a written claim of the defects and send the original Product to the Authorized Dealer. This warranty is void if service or repair is performed by persons not authorized by LM.

Any products not manufactured by LM, carries only such warranty, if any, as given by any manufacturer thereof.

This warranty is the LM's only warranty in respect of the Products and LM disclaims all other warranties, whether of merchantability, fitness for particular purpose or otherwise, guarantees and liabilities, express or implied, arising by law or otherwise. In no event shall LM be liable for any general, consequential or incidental damages, loss of use or loss of profits by reason of LM's negligence or otherwise in connection with the sale, delivery, installation, repair or use of the Products.

LM shall have no liability whatsoever to the Authorized Dealer or end customer or any other person for or on account of any injury, loss or damage of any kind or nature, sustained by, or any damages assessed or asserted against, or any other liability incurred by or imposed upon the handling, use, operation, maintenance or repairs of Products by anyone other than LM. This exclusion of liability does not apply pursuant to the laws on product liability in case of personal injury and property damage to privately used objects resulting from the Products