



## **Limited Manufacturer's Warranty**

- Medi/Nuclear® Corporation, Inc., (Medi/Nuclear®) hereby warrants its products sold to Buyer to be free of defects in workmanship and material for a period of one (1) year from date of shipment, unless stated otherwise in the specifications of the specific product. The foregoing warranty is in lieu of all other warranties expressed, statutory or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
- Final determination of the suitability of the products for the use contemplated by Buyer is the sole responsibility of Buyer, and Medi/Nuclear® shall in no way be responsible for the suitability of the Products for any particular use.
- Claims for defects in workmanship or material must be presented to Medi/Nuclear® in writing and received by Medi/Nuclear® prior to the expiration of the warranty period. Buyer's sole and exclusive remedy, and Medi/Nuclear's® sole obligation, under this warranty shall be repair or replacement of the defective product as determined at Medi/Nuclear's® sole discretion. It is understood that upon repair or replacement, Medi/Nuclear® shall have no further obligation to Buyer with respect to the defective product. Under no circumstances shall Medi/Nuclear® be liable to Buyer or any third party for special, incidental or consequential damages, losses or expenses in connection with, or by reason of the inability to use the products for any purpose, or for damages and/or injuries incurred by Buyer, its agents and employees, by virtue of defects in the products, even if Medi/Nuclear® has been advised of the possibility of such damages.
- Repair or replacement of goods furnished pursuant to the above warranty shall remain under warranty only for the unexpired portion of the original warranty period.
- Use or misuse by the Buyer and/or agents, employees or others will, at the discretion of Medi/Nuclear®, void all product warranties.
- In the event that goods are altered by Buyer all warranties will be void.
- Equipment and accessories not manufactured by Medi/Nuclear® are warranted only to the extent of and by the original manufacturer's warranty.