

## **Shenzhen XpectVision Technology Co., Ltd.**

### **Intraoral X-ray Sensor North America After-Sales Service Policy**

## **1 Terms of Services**

### **1.1 Overview**

When users (hereinafter referred to as “You”) purchase Intraoral Digital X-ray Imaging System (hereinafter referred to as “Products”) from Shenzhen XpectVision Technology Co., Ltd. (hereinafter referred to as “Us” or “XpectVision”), you are participating in our after-sales services (hereinafter referred to as “Services”). Please read these Terms of Services (hereinafter referred to as "Terms of Services" or "Terms") carefully before using Products and Services. BY using Products and Services, you agree to be bound by the following Terms. The Terms of Services shall apply to all users, including but not limited to distributors and end customers. If you disagree with these terms, you should immediately stop using these products and services.

### **1.2 General Terms**

XpectVision manufactures and distributes Products that are medical devices regulated by the U.S. Food and Drug Administration. Our Products are authorized for the purchase and use only by licensed and trained dental health care professionals. Executing these Terms certifies that You are a licensed and trained dental professional. You shall use Products for the authorized purpose only as described in the sales contract. You may not use our products for any illegal or unauthorized purpose or in violation of any law in your jurisdiction while using the Products and services.

### **1.3 Termination**

We may also terminate these Terms at any time without notice if XpectVision, in our sole discretion, determines that You have failed, or XpectVision suspects that You have failed, to comply with any provision of these Terms of Service. Upon the termination of Services, you shall be liable for all amounts due (including the date of termination). As a result, You will be unable to continue using our Services.

### **1.4 Services Details**

#### **1.4.1 Service Time**

When You ask for a repair, our authorized distributor will respond within one hour on a working day. Please apply for the service through [support@xpectvision.com](mailto:support@xpectvision.com) in advance if you need remote support. Our engineer can help solve the problem within 24 hours.

#### **1.4.2 After-sales Services Scope**

Our Services to our customers include:

- Installation and upgrade of the software that accompanies the Product;
- Product warranty;

- Accessory replacement;
- Product calibration;
- Remote diagnosis of Product failures.

## **2 Warranty Terms**

Please carefully read this XpectVision Intraoral Digital X-ray Imaging System Warranty ("Warranty"). It describes specific conditions regarding Product warranties, replacements, and your rights and obligations thereto. Please note that the Product warranty does not include any third-party software and/or components used in conjunction with the Product. XpectVision will not be responsible for any failures or defects caused by any third-party products or components.

### **2.1 General terms of the warranty**

#### **2.1.1 Warranty Period**

The Product Warranty Service period is five years from the date of shipment from XpectVision. This warranty will also cover any Product repaired or replaced by XpectVision. The warranty period for a replacement or repairing Product is the remainder of the original warranty or 30 days from the date You return the product for repair or replacement, whichever is longer.

#### **2.1.2 Prohibition of Transfer**

The warranty on this Product is non-transferable and applies only to the original purchaser, as shown on the original purchase receipt or invoice.

#### **2.1.3 The Situations of Product Warranty**

Product warranty reasons are usually limited to the following situations:

- Sudden or gradual image degradation caused by sensor performance,
- Physical package damage under regular use, not due to your misuse,
- Product failure or damage caused by improper shipping, and
- Product failure or damage not caused by man.

#### **2.1.4 Warranty Exceptions**

XpectVision shall not be liable for any returned product if XpectVision determines that the claimed defect i) does not exist or ii) is attributable to misuse, incorrect installation, alteration, or mishandling after original shipment from XpectVision. XpectVision will not be responsible for equipment returned under warranty that has been used abnormally and shows obvious signs of physical damage. Our warranty does not cover such products and failures. In addition, you should avoid the following situations in the use of the product, which will void the warranty if You do not follow the following instructions:

- Avoid severe bending of the cable at the cable/encapsulation interface;
- Avoid connecting the sensor to the USB port of other products other than the computer;
- Do not drop the product on a hard surface or hit the product with force to avoid damaging the core components inside the product;
- Do not pull the product out of any positioning fixture with a cable under abnormal use;
- Do not place heavy objects on the product.

### **2.1.5 Notes**

The Product is quite robust and may be damaged if excessive force or impact is applied. You should take reasonable precautions and caution during use.

## **2.2 Procedures and Conditions of Warranty**

Suppose the Product is defective or damaged, under warranty, and is not excluded from the warranty. In that case, you may be entitled to warranty Services under these Terms after you provide the original invoice or purchase receipt showing that you are the original purchaser of the Product.

### **2.2.1 Services Content**

2.2.1.1 Product warranty Services include:

- Sensor replacement only, except for sensor bracket, aluminum plate, calibration tooling, sensor fixing sleeve, U disk, disposable protective cover,
- Changes, enhancements, and improvements of software to accompany the Product.

During the warranty period, if the software to accompany the Product is updated, XpectVision will provide the update Services for You free of charge in accordance with the Product specifications defined at the time of product purchase. Still, the update is determined by XpectVision only.

2.2.1.2 Product maintenance services include:

We will replace the Product free of charge in the following situations:

- Defective or damaged products due to transportation
- Products that meet the terms of the warranty

### **2.2.2 Procedures**

For the above situations, please contact the distributor where You purchase the Product first (such distributor should have XpectVision qualified authorized services qualification), make an application for replacement, and submit your detailed receiving information. When your application meets the conditions for replacement, the distributor will first mail the accessories that need to be replaced to You free of charge. When You receive the new accessories, please mail the defective Product back to the distributor.

## **2.3 Disclaimer**

The provisions of this warranty apply only to new Products sold by XpectVision in North America. This warranty is in place of all other terms and warranties, express or implied. In no event shall XpectVision be liable for any damages resulting from your failure to comply with the Terms, and XpectVision's decision shall be final and binding on You with respect to any return, repair, or replacement claim.

## **3 Terms of Interpretation and Changes**

The final interpretation right of the above terms belongs to XpectVision. We reserve the right to update, modify or replace any part of the above terms at our sole discretion, and we will not take the initiative to notify You. If You have questions about the above terms, please send an e-mail to [support@xpectvision.com](mailto:support@xpectvision.com) and ask for information on changes to the Terms.