



## Extended Warranty

_____ 1 year Extended Warranty	Date of Purchase: _____ / _____ / _____
_____ 2 year Extended Warranty	
_____ 3 year Extended Warranty	Serial Number: _____

This Extended Warranty and Service Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, yr \_\_\_\_\_ ("Effective Date"), by and between \_\_\_\_\_ ("Customer") and CryoPen, Inc ("CryoPen"), through its authorized distributor, \_\_\_\_\_ ("Distributor").

WHEREAS, CryoPen is in the business of developing, manufacturing, servicing, and distributing cryosurgery products for the health industry; specifically: CryoPen Cryosurgical System ("products").

WHEREAS, Distributor is CryoPen's authorized distributor for the Product.

WHEREAS, Customer has purchased Products from CryoPen pursuant to the terms and conditions of the Terms of Sale and Limited Warranty Agreement (attached hereto as Exhibit A), and said Agreement contains limited warranty and technical support coverage for the Products, which terms and conditions are incorporated into this Agreement;

WHEREAS, Customer desires to extend the term of the limited warranty coverage and technical support coverage for Customer's Products, and CryoPen is willing to extend such warranty and support coverage contained in the Purchase Agreement;

NOW, THEREFORE, in consideration of the promises made herein, the parties hereto agree as follows:

- Term. The term of this Agreement will begin twelve (12) months after the date of the purchase invoice ("Effective Date") and will continue in full force and effect for an additional one to three (1- 3) years (the "Term"), depending on extended period selected or unless earlier terminated.
- Payment. The cost of the (1) one year Extended Warranty is five hundred dollars (\$500.00) and a (2) two year Extended Warranty is eight hundred fifty dollars (\$850.00) per contract term (the "Term Fee"). We also offer a (3) year Extended Warranty if purchased at time of purchase for (\$1400.00). Upon execution of this Agreement, Distributor shall invoice Customer for the Term Fee.
- Technical Support and Training. During the Term of this Agreement CryoPen will provide technical support (877-246-3955) to Customer for the product listed above ("Product").
- Warranty. CryoPen warrants that the Product will be free from defects in material and workmanship for the Term of this Agreement. The scope of this warranty is described in Exhibit A, the Terms of Sale and Limited Warranty. Warranties are non-transferable.
- Termination. After expiration of this Agreement, any technical support and instruction provided will be at Customer's expense.
- Agreement not Assignable. This Agreement is personal to Customer and is not assignable or delegable, directly or indirectly, to any third party. Any attempted assignment in violation of the terms of this paragraph shall constitute an automatic termination of this Agreement.

7. Limitations. This Agreement does not cover defects to the Product that Customer knew about before Customer entered into this Agreement. Customer must obtain service from CryoPen or CryoPen's representative under this Agreement. CryoPen will not reimburse Customer for service performed by others. Customer is responsible for properly maintaining the Product and protecting it from damage. Customer's obligations of care and use are outlined in the Product's user manual. Customer must assist CryoPen in diagnosing issues with the Product and follow CryoPen's warranty instructions. If CryoPen determines that a Customer needs replacement parts, CryoPen will issue the customer an RMA (Return Merchandise Authorization).
8. Miscellaneous. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement contains the final and complete understanding governing the business relationship existing between the parties hereto and cannot be substituted, varied or modified in any manner except by written instrument duly signed by the parties hereto.

CRYOPEN WILL PROVIDE THE SERVICES ON THE TERMS DESCRIBED ABOVE AND THE TERMS IN CRYOPEN'S TERMS OF SALE AND LIMITED WARRANTY WHICH TOGETHER ARE THE COMPLETE AGREEMENT BETWEEN YOU AND CRYOPEN FOR THE PRODUCTS AND SERVICES YOU HAVE PURCHASED.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CRYOPEN, INC.

CUSTOMER

By: \_\_\_\_\_  
[signature]

By: \_\_\_\_\_  
[signature]

By: \_\_\_\_\_  
[print name]

By: \_\_\_\_\_  
[print name]

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## EXHIBIT A

### **CryoPen, Inc. Warranty and Repair Information**

#### **Manufacturer's Standard Limited Warranty**

CryoPen, Inc. warrants the cryosurgical system the "CryoPen". The CryoPen will be free from defects in workmanship and materials for a period of twelve (12) months from date of shipment (Warranty Period). Repairs required as a result of acts of nature, accidental damage, misuse or abuse of equipment and other failures caused by circumstances not considered normal wear and tear under normal operating conditions (Out of Scope Repairs) are excluded. **All overstock returns are subject to a 10% restocking fee.**

#### **CryoPen Standard Limited Warranty Description**

Warranty coverage begins on the date of shipment of the product; however, submitting the in-service sheet to CryoPen activates the Warranty and allows CryoPen to provide you with future system updates. Products must be returned to CryoPen, Inc. for warranty repairs.

- Repairs that are due to Manufacturer's defects will be covered in their entirety including shipping charged by CryoPen, Inc.
- Required Engineering charges will not be applied to equipment when warranty repair is performed.
- The CryoPen is repaired, cleaned, tested and shipped back on an average of fourteen (14) business days of receipt of product by CryoPen, Inc.
- Batteries that fail in the temperature indicator will be replaced by sending customer a new indicator and a return authorization for their defective part. It is our policy that the temperature indicator should be returned to our facility for re-calibration and battery replacement at least once a year. (See Temperature Indicator Exchange Program on the following page).
- In the event that the Warranty has expired, CryoPen will charge its normal and customary repair fee plus shipping charges.
- The Limited Warranty does not cover products that have been subject to:
  - Misuse, neglect or accident
  - Physical damage during shipping
  - Improper installation, operation or handling
  - Water or fire or dust or chemical damage
  - Products that have been damaged due to unauthorized repair, alteration or modification

#### **Warranty Repair**

Customers must contact CryoPen at 1-877-246-3955 to obtain warranty repair service (and non-warranty repair service)

If product is under warranty, the repair of the products will be covered as a warranty repair. If products are out-of-warranty or the product failure is caused by an out-of-scope condition, the customer will be charged the standard repair fee in effect at the time of repair.

#### **Returns**

All sales are final.

Distributor Overstock returns: must obtain an RMA (Return Merchandise Authorization) from CryoPen, Inc. and must be within 7 days of receiving the items. All items must be unused, unopened and in the original packaging.

All returns are subject to a 10% restocking fee.

### **Manufacturer's Standard Warranty Pricing**

Standard Warranty (covers 12 months from shipping date) **No Charge**  
Extended warranties are available for purchase (See CryoPen Extended Warranty Description)

### **Repair Services**

All repairs must obtain an RMA (Return Merchandise Authorization) from CryoPen, Inc before being returned and is payable by credit card in advance.

Repair pricing (charged for out-of-scope or out-of-warranty repairs)  
CryoPen Cryosurgical System **\$160.00 Standard evaluation & minimum for repair**  
**Plus shipping (see replacement fees)**

Customer's Expense: Standard Ground **\$140.00 flat rate shipping charge**  
Expedited (request pricing)

**Note: Contact CryoPen, Inc. for a complete list of Service and Repair fees.**

### **CryoPen Extended Warranty**

#### **Extended Warranty Details**

This warranty extends the term of the CryoPen's Standard Limited Warranty for an additional period depending upon the choice indicated below. This program is non-refundable. All warranties are non-transferable.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED HEREIN. THIS PROGRAM IN NO WAY EXPANDS OR ENHANCES THE APPLICABLE LIMITED PRODUCT WARRANTY, EXCEPT TO PROVIDE AN ADDITIONAL PERIOD OF TIME DURING WHICH THE LIMITED WARRANTY WILL BE APPLICABLE.

One (1) Year Extended Warranty	<b>\$500.00</b>
Two (2) Year Extended Warranty	<b>\$850.00</b>
Three (3) Year Extended Warranty	<b>\$1400.00</b>

The Extended Warranty does not cover optional accessories and is valid only in the United States

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**All returns are subject to a 10% restocking fee.**