



## WARRANTY

The only warranty granted herein is an expressed, limited warranty as written, as there are no implied warranties.

CryoPen, Inc. warrants, to the extent and subject to the limitations described in this warranty, the **CryoPen® Cryosurgical System** sold hereunder to be free from defects in material and workmanship if properly installed, serviced, and operated under normal conditions according to the CryoPen® Cryosurgical System Operators Manual.

This is a limited warranty and CryoPen, Inc. agrees only to correct or replace, at its option, any CryoPen® system that shall be returned to CryoPen, Inc. Transportation of the unit will be prepaid by the original owner, after being placed into service by the original owner, provided that CryoPen, Inc. is satisfied that the equipment was originally defective in either workmanship or materials. This warranty is not transferable without the expressed written consent of CryoPen, Inc. and there shall be no obligation by seller to repair or replace, in whole or in part, either the entire unit, and/or any component part.

Normal “wear and tear” is not warranted. If any unit is rendered unusable because of misuse, negligence, or accident, or if any unit has been altered or serviced by someone other than CryoPen, Inc. then this warranty shall be voided.

This warranty is not applicable to components manufactured by others. If components of the unit have been manufactured by someone other than CryoPen, Inc. then that manufacturer’s warranty shall apply to those components manufactured by a third party. If any part of the unit is serviced by persons, firms, or agents not authorized by CryoPen, Inc., then this warranty is void.

This warranty is in lieu of all other warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose, and no person, agent or dealer is authorized to give any further warranties on behalf of CryoPen, Inc. unless such warranty is in writing and signed by an officer of CryoPen, Inc.

This limited warranty is in effect for one year from the date of the original purchase and is non-transferable and only valid for original purchaser.