

WARRANTY

Fizoptika warrants that its products are free from defects in materials or workmanship under normal use during the warranty period. The Warranty Period for **Fizoptika** products is 12 months. Fizoptika adds an additional two (2) month grace period to the normal one (1) year product warranty to cover handling and shipping time. This ensures that our customers receive maximum coverage on each product. An Extended Warranty Period is available on request.

Warranty period starts on the day of product purchase. Your purchase invoice (or delivery receipt) showing the date of purchase of the product is your proof of the purchase date. Please note that the limited warranty extends only to the original purchaser of **Fizoptika** product and is not transferable or assignable to any subsequent purchaser.

Defective Sensor Replacement

During the Warranty Period, the Product that is under warranty will, with normal use and service, be free from faulty parts, manufacture or workmanship. If a defect arises during the Warranty Period, **Fizoptika** will, at its cost and option and subject to these terms and conditions, repair or replace the Product. For service the product needs to be returned and collected after defects have been rectified or unit replaced.

Limitation of Liability

The following actions and damages are excluded from the warranty:

- damage caused by act of nature, such as fire, flood, wind, earthquake, or lightning, etc.;
- damage or nonconformity caused by failure to provide a suitable installation or operational environment for the product, including but not limited to bad grounding, external electro-magnetic fields, direct sunlight, high humidity;
- damage or nonconformity caused by sensor wet state;
- damage caused by impact with other objects, dropping, falls, spilled liquids, or immersion in liquids;
- damage caused by unauthorized repair or disassembling of the product;
- damage caused by any other abuse, misuse, mishandling, or misapplication;
- damage caused by third party peripherals (including but not limited to when damage is noticeable on electronic parts of the product such as burn spots after electric discharge, melting, fusing, splitting, etc.).

Warranty non-applicable

- if the internal light diode (SLD) is found degraded (SLD is naturally sensitive to the wrong powering, interfacing, grounding, etc. beyond manufacturer's control);
- if the original trade mark or serial number of the product has been modified, removed or blurred;

- if there are some cracks and scratches on housing material as well as other mechanical, electrical defects caused by any misuses on transportation, handling or customer abuse;
- if there are some noticeable changes or damages caused by wet state.

This warranty is expressed in lieu of all other warranties, expressed or implied, including the implied warranty of merchantability, the implied warranty of fitness for a particular purpose and of all other obligations or liabilities on **Fizoptika's** part, and it neither assumes nor authorizes any other person to assume for **Fizoptika** any other liabilities. The foregoing constitutes the buyer's sole and exclusive remedy for the furnishing of defective or nonconforming products and **Fizoptika** will not in any event be liable for cost of substitute or replacement, cost of facilities or service, downtime costs, loss of profits, revenues or goodwill, reliance damages, loss of data, loss of use if or damage to any associated equipment, or any other indirect, incidental, special, or consequential damages by reason of the fact that such products will have been determined to be defective or nonconforming.

Fizoptika products are not designed for any "critical applications". "Critical applications" shall mean life support systems, medical applications, connections to implanted medical devices, commercial transportation, nuclear facilities or systems or any other applications where product failure could lead to injury to persons or loss of life or property damage.