

**WARRANTY AND RETURN OF GOODS  
TERMS AND CONDITIONS FOR THE  
SILL-HA ST-4910 ORAL WELLNESS INSTRUMENT**

**WARRANTY**

U.S. ARKRAY, Inc. ("ARKRAY") agrees to provide to the customer full service coverage and repair of the SiLL-Ha ST-4910 Oral Wellness Instrument according to the terms and conditions below:

1. **General Terms of Warranty:** The Instrument shall be warranted for one (1)-year (at no charge). The warranty commences on the date the Instrument is received by customer ("Warranty Effective Date"). If the original Instrument is replaced, according to Section 2 below, the remaining warranty period will transfer to the replacement Instrument. The warranty shall include telephone consultation, and delivery/shipment of the replacement Instrument, if the issue is not remedied.

2. **Description of Warranty:** Customer agrees to a telephone consultation with an ARKRAY representative to attempt to remedy the Instrument issue. ARKRAY will have a qualified ARKRAY representative communicate directly with the customer. ARKRAY's representative staff can be reached Toll Free at: **1-844-559-0842**. Telephone consultation shall be conducted Monday through Friday 8:00 a.m. to 7:00 p.m. CST, excluding holidays.

If the attempt to remedy the Instrument issue by telephone is unsuccessful, ARKRAY's only option will be to replace with a reconditioned Instrument, at no charge to customer. ARKRAY will send to customer a replacement Instrument by prepaid overnight delivery (signature of receipt required). Shipment of the replacement Instrument will be during ARKRAY business hours of 8:00 to 4:00 CST Monday through Friday. If an order for a replacement analyzer is received after 4:00 CST, Instrument will be shipped the next business day. ARKRAY will provide a return label for the old Instrument in the box of the replacement Instrument. ARKRAY **must** receive the old Instrument within fourteen (14) days' of the receipt of the replacement Instrument. If ARKRAY does not receive the old Instrument within the fourteen (14) days, customer will be billed for the replacement Instrument.

3. **Exclusions to Warranty:** Consumables and any part subject to improper use shall not be included under the warranty. The customer is responsible for providing normal required operator maintenance as described in the operating manual of the Instrument. Normal operator maintenance is not covered under this warranty.

4. **Limitation of Warranty:** Instrument issues caused by abuse, negligence, improper operation, or modifications performed by persons other than ARKRAY are not covered under this warranty. This warranty will not apply to defects caused by the failure of the customer to comply with the normal required operator maintenance. This warranty shall not cover attachments or accessories supplied or not supplied by ARKRAY or problems resulting from their use.

5. **Warranty for the Services:** ARKRAY will not be responsible for any loss of revenue, profit, downtime costs, or any other claims while the original Instrument is being repaired or during the replacement period.

The warranty stated above is not transferable without the prior written consent of ARKRAY. This warranty and the rights of the customer shall not be assigned without the prior written consent of ARKRAY. If the original Instrument is replaced, the remaining warranty period will transfer to the replacement Instrument.

6. **Limitation of Liability:** THE FOREGOING WARRANTY SHALL BE THE SOLE AND EXCLUSIVE REMEDY WHETHER IN CONTRACT, TORT OR OTHERWISE. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN.

IN NO EVENT SHALL ARKRAY BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGE OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF OR RELATING TO THIS WARRANTY, THE FAILURE OF THE ANALYZER OR SOFTWARE, OR THE PERFORMANCE OF THE SERVICES UNDER THIS WARRANTY.

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**RETURN OF GOODS**

**Consumables:**

Consumables returns are authorized for items that are shipped erroneously, damaged in transit, or are due to customer order entry error. Notification must be received by ARKRAY within 7 business days of receipt of shipment of damaged goods or erroneous shipment. Approval from ARKRAY Order Services (1-800-818-8877, option 4) must be received prior to the return of any product. Upon approval, customer will receive a Return Authorization (RA) Number. Merchandise must be returned within 14 days of RA Number issuance. Shipments that arrive after the 14 day period will be refused. Return request must be accompanied by a copy of ARKRAY's original invoice or packing slip. RA Number must be marked on outside of each package returned, or shipment will be refused.

All returned consumables must be in its original, unopened container. Replacement or credit will be issued for damaged goods or items that are erroneously shipped. **Consumables may be returned only if it is undamaged and at least six (6) months of shelf life remaining. ARKRAY will refund 100% of the purchase price of the consumables, less actual shipping costs and a twenty five percent (25%) restocking fee. If the consumables returned has less than five months of shelf life remaining, no refund will be given.**

**Instrument:**

The Instrument cannot be returned unless the warranty applies.

**Technical Assistance: Please call 1-844-559-0842 for technical assistance issues.**