

LIMITED WARRANTY

MIDMARK CORPORATION warrants to Buyer that any new product manufactured under PROGENY brand name ("Product") will (i) be free from defects in material and manufacturing workmanship and (ii) conform to applicable specifications in effect on the date of shipment. The criteria for all testing shall be the applicable specifications, utilizing factory-specified calibration and test procedures and instruments.

All product warranties and all remedies for warranty failures are limited in time as shown below.

DURATION OF WARRANTY

PROGENY brand X-ray Systems, Intraoral Cameras and Digital Sensor Systems shall be warranted for a period of two years from the original use date of installation or, thirty months from the date of shipment from MIDMARK SALES CORPORATION, whichever occurs first. Any component furnished without charge to buyer during the warranty period to correct a warranty failure shall be warranted only to the extent of the unexpired term of the warranty of the original product.

WARRANTY TERMS AND CONDITIONS

Warranty consideration will be given only for products returned to the MIDMARK CORPORATION factory properly packaged and if applicable, accompanied by a fully completed Returned Goods Authorization/Service Report. All shipping charges resulting from Warranty returns are the responsibility of the Purchaser. Only in the case of repairs effected under Warranty is MIDMARK SALES CORPORATION responsible for shipping charges.

WARRANTY EXCLUSIONS

The foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, express, implied or statutory. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

THE WARRANTIES AND REMEDIES AVAILABLE TO THE BUYER ARE CONDITIONED UPON ALL CLAIMS UNDER THIS WARRANTY BEING MADE WITHIN THE SPECIFIED PRODUCT WARRANTY PERIOD (SEE "DURATION OF WARRANTY"). THE DATE OF INSTALLATION MUST BE ESTABLISHED BY THE RETURN TO PROGENY WITHIN FIFTEEN (15) DAYS OF THE DATE OF INSTALLATION OF A FULLY COMPLETED WARRANTY REGISTRATION CARD, SUPPLIED WITH THE PRODUCT. IN THE ABSENCE OF SUCH PROOF, THE DATE OF SHIPMENT FROM MIDMARK WILL BE CONSIDERED THE DATE OF INSTALLATION.

Warranty coverage does not include any defect or deficiency (including failure to conform to Product descriptions or specifications) which result in whole or in part, from (1) negligent storage or handling of the Product by Buyer, its employees, agents or contractors; (2) failure of Buyer to prepare the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of MIDMARK SALES CORPORATION; (3) the absence of any product, component, or accessory recommended by MIDMARK SALES CORPORATION but omitted at Buyer's direction; (4) any design, specifications or instructions furnished by Buyer, its employees, agents or contractors; (5) any alteration of the Product by persons other than MIDMARK SALES CORPORATION; (6) combining MIDMARK SALES CORPORATION's Product with any product furnished by others; (7) combining incompatible products of MIDMARK SALES CORPORATION; (8) improper or extraordinary use of the Product, improper maintenance of the Product, or failure to comply with any applicable instructions or recommendations of MIDMARK SALES CORPORATION, or (9) acts of God, acts of civil or military authority, fires, floods, strikes or other labor disturbances, war, riots, or other causes beyond the reasonable control of MIDMARK SALES CORPORATION. MIDMARK SALES CORPORATION does not warrant any product of others where MIDMARK SALES CORPORATION serves solely as a distributor or resaler.

BUYER'S REMEDIES

If MIDMARK CORPORATION determines that any Product fails to meet any warranty during the applicable warranty periods, MIDMARK SALES CORPORATION shall correct any such failure either at its option (a) by repairing, adjusting, or replacing any defective or non-conforming Product, or defective or damaged part or parts of the Product, or (b) by making available at the place of assembly any necessary repaired or replaced parts or assemblies. MIDMARK SALES CORPORATION shall have the option to furnish either new or exchange replacement parts or assemblies.

Installation, troubleshooting or repair services are not included in this Warranty. Warranty of service is the responsibility of the dealer selling the equipment.

The preceding paragraphs set forth Buyer's exclusive remedies and MIDMARK SALES CORPORATION'S sole liability for claims based upon failure of the Product to meet any warranty, whether the claim is on contract, warranty, tort (including negligence and strict liability) or otherwise and however instituted, and, upon the expiration of the applicable warranty period, all such liability shall terminate. In no event shall MIDMARK SALES CORPORATION be liable for special or consequential damages.