Standard Warranty Information

BEGO USA (Seller) is committed to servicing the product it sells and maintaining it in the field with maximum up time. The following outlines the service and warranty policy for BEGO USA product and services.

All warranty services include spare parts, repair time, and if necessary, travel of Field Service Engineers (FSEs). Certain restrictions apply. Please note that BEGO USA has not authorized any third-party service provider to perform maintenance or repair on any equipment in the United States and Canada.

Maximizing equipment up-time and supporting your success with our equipment is our goal. Beyond the standard warranty supplied when you purchased your instrument, we also offer extended warranties and a variety of service and maintenance plans as well as compliance and validation services to help ensure excellent instrument performance and utility. Find details on our by contacting our customer support department. We also offer [application and equipment training](https://www.thermofisher.com/us/en/home/products-and-services/services/training-services/application-instrument-training-courses.html) for many of our products.

The products furnished under this agreement may contain components that have been reprocessed to assure compliance with performance and liability specifications. The customer is strongly encouraged to seek a demonstration of the product to ascertain first-hand its suitability for the intended purpose. If a demonstration of the product was not requested by the customer, then BEGO USA makes no warranty that the goods covered by this agreement are fit for any particular purpose, and the Customer is solely liable for the goods. This warranty is non-transferable and does not extend to Products or Parts thereof that have been subject to misuse, abuse, improper application, alteration, accident, negligence, or incorrect repair or servicing not performed or authorized in writing by BEGO USA.

**Warranty**

Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products including service or repair (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include decontamination procedures, certificate and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective dental device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

**BEGO USA Liability**

BEGO USA warrants BEGO products against defects in materials and workmanship and that the product will conform to Specifications. BEGO USA warrants that BEGO owned standard Software substantially conforms to Specifications. If BEGO receives notice of defects or non-conformance during the warranty period, BEGO USA will, at its option, repair or replace the affected product. Reseller or end user will pay expenses for return of such product(s). BEGO will pay expenses for shipment of repaired or replacement product(s) to reseller or end user.

BEGO USA will repair or replace (at its option) any goods covered by this agreement which have been deemed defective at no charge to the customer. All service will be performed at no charge to the customer for labor or materials required as a result of component failure, defects in manufacture, or software. Not included in this agreement are wear parts or parts deemed as consumables. All service is to be provided at the BEGO USA factory in Lincoln, Rhode Island, USA, or in Bremen, Germany, unless BEGO USA feels the service can be performed more effectively or economically in a different manner. Alternate methods of providing service include, via modem for software issues or on-site. When on-site service is required, BEGO USA is only responsible for the portion of the time spent actually repairing the problem. All travel time and expenses incurred are the responsibility of the customer.

While the factory will use its best efforts to resolve problems on an immediate basis, the customer is advised that the warranty covers service during normal business hours of the factory. This warranty is non-transferable and does not extend to products or parts thereof that have been subject to misuse, abuse, improper application, alteration, accident, negligence, or incorrect repair or servicing not performed or authorized in writing by BEGO USA.

Reseller may provide more extensive warranties to end-users for certain Products only to the extent it receives BEGO USA’s prior written approval and provided further that Reseller indemnifies BEGO USA against damages, liability or claims arising from Reseller’s breach of such warranties or associated warranty service.

All service is subject to the availability of persons with the appropriate expertise and the number of service calls being handled at any particular moment.

BEGO USA HAS MADE NO WARRANTY THAT THE GOODS COVERED BY THIS CONTRACT ARE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS CONTAINED IN THIS CONTRACT. BEGO USA MAKES NO REPRESENTATION AS TO THE SAFETY OR THE CONDITION OF THE EQUIPMENT IN WHICH THE GOODS ARE INTENDED TO BE INSTALLED. IT IS THE RESPONSIBILITY OF THE OWNER OR USER TO MAINTAIN THE EQUIPMENT IN A SAFE CONDITION AND TO COMPLY WITH LOCAL, STATE AND FEDERAL SAFETY REGULATIONS.

BEGO USA SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT.

THE ABOVE WARRANTIES ARE EXCLUSIVE, AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. BEGO USA SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Customer's Responsibilities**

Each customer places their order and accepts the equipment subject to their agreement to the above and the following:

* Customer will educate its personnel in the proper use and care of computers, Microsoft Windows operating systems, and instruments.
* It is the customer's responsibility to open the package and inspect the items upon delivery. Packages that appear to be damaged should be immediately reported to the freight carrier. Damage due to shipping is the sole responsibility of the freight carrier. All claims are to be made by the customer directly with the carrier. Shipping carriers will not honor late claims.
* On parts or components shipped to BEGO USA, customer will call in advance to arrange for a returned goods authorization number and will label all packages with this number. All items authorized for return must be carefully packaged in its original carton including all packing material. Items must be returned in like new condition for proper credit. Shipping charges are non-refundable. Refused merchandise at time of delivery may incur return freight charges in addition to the applicable restocking fee.
* The customer assumes responsibility for shipping charges to BEGO USA. BEGO USA will absorb surface freight charges in returning parts or components to customer. If customer prefers return by air express, then customer must accept cost for return service on a collect basis. Customers outside North America are responsible for return freight and related costs in all instances.
* Customers requesting software service via Internet may be required to purchase the necessary hardware and software (per BEGO USA specifications) to make such communications possible and must arrange for the appropriate telecommunications line.
* Customers requesting on-site service will be responsible for paying all expenses related to the trip, as well as, a per-diem or hourly rate, whichever is lower, for travel time. As of October 1, 2016, all travel time is charged at $100 per hour or $850 per day. BEGO USA will handle all necessary travel arrangements.
* When requested to do so by BEGO USA, the customer will contact the service provider for the CPU, monitor or other component provided by BEGO USA, but covered under a separate warranty. Depending on customer’s proximity to an authorized service provider, the level of service will vary, being either on-site or drop-off. Customer assumes all responsibility for such arrangements.
* If BEGO USA, or the authorized service provider, determines that the damage or fault was the result of intentional or unintentional improper use, tampering, unauthorized alterations, adjustments, irresponsible use or subjecting the system to inappropriate environments, lack of protection from electrical surges or other negative influences; all costs for repair and transport will be borne by the customer.

**Returns**

Returns do not apply to any services rendered, made to order items, items of special size, non-stocking items, or wear parts. All authorized returns are subject to a mandatory 20% restocking fee. After receipt and satisfactory evaluation of the returned product, a merchandise credit will be issued.

All items must be returned at Customer's expense and in resalable condition for proper credit.

Absolutely no returns will be accepted after 30 days.

**Cancellations**

Cancellations not received in writing within five (5) days of receipt of order are subject to a mandatory 20% restocking fee.

**End of Equipment Life: Support Overview**

Products reach the end of their Product Life Cycle for a number of reasons. These reasons may be due to market demands, technology innovation and development driving changes in the product, or the products simply mature over time and are replaced by functionally richer technology. While this is an established part of the overall product life cycle, BEGO USA recognizes that end-of-life milestones often prompt companies to review the way in which such end-of-sale and end-of-life milestones impact the BEGO products in their networks. With that in mind, we have set out below BEGO’S end-of-life policy to help customers better manage their end-of-life transition and to understand the role that BEGO USA can play in helping to migrate to alternative BEGO platforms and technology.

**Support Life Policy- End of Support (EOS)**

It is the policy of BEGO USA to supply parts and factory technical assistance for a minimum of five years after normal production of a particular model number ceases. This five year period is known as the product's support life, and the end of this period is called End of Support (EOS). After EOS, the company may be able to provide technical assistance for a few years, but this is dependent on the retention of technical experts. Parts can often be supplied for up to a year past EOS, but this is dependent on repair demand.

After EOS BEGO USA will attempt to provide "best effort" support for a few years. However, the user should not expect support in all cases, and it may be necessary to decline support for a variety of reasons.