



Warranty Policy

MEDICAL TECHNOLOGY TRANSFER AND SERVICES Co., LTD

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Warranty Policy

General Terms

This MTTs Limited Warranty gives you, the customer, express limited warranty rights from MTTs, the manufacturer for the duration specified on the Warranty Card. Please refer to the MTTs Website for an extensive description of your limited warranty entitlements. In addition, you may also have other legal rights under applicable law or special written agreement with MTTs.

MTTS MAKES NO OTHER EXPRESS WARRANTY OR CONDITION WHETHER WRITTEN OR ORAL AND MTTS EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. TO THE EXTENT ALLOWED BY LOCAL LAW OF JURISDICTIONS OUTSIDE VIETNAM, MTTS DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR ALL TRANSACTIONS OCCURRING IN VIETNAM ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY SET FORTH ABOVE. SOME COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU. FOR CONSUMER TRANSACTION, THE LIMITED WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BUT ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS PRODUCT TO YOU.

This Limited Warranty is applicable in all countries and may be enforced in any country or region where MTTs or its authorized service providers offer warranty service for the same product model number (subject to the terms and conditions set forth in this Limited Warranty)

Under this Limited Warranty, products purchased in one country or region may be transferred to another country or region where MTTs or its authorized service providers offer warranty service for the same product model number. Warranty terms, service availability, and service response times may vary from country or region to country or region. Standard warranty service response time is subject to change due to local parts availability. If so, your MTTs authorized service provider can provide you with details. MTTs will not alter form, fit, or function of this MTTs product to make it operate in a country for which it was never intended to function for legal or regulatory reasons. MTTs is not responsible for any tariffs or duties that may be incurred in transferring the products.

MTTS guarantees that the product that you have purchased or leased from MTTs is free from defects in materials or workmanship under normal use during Limited Warranty Period. The Limited Warranty Period starts on the date of purchase or lease from MTTs, or from the date MTTs completes installation. Your dated sales or delivery receipt, showing the date of purchase of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving warranty service. You are entitled to hardware warranty service according to the terms and conditions of this document if a repair to your MTTs product is required within the Limited Warranty Period.

Unless otherwise stated, and to the extent permitted by local law, new MTTs product may be manufactured using new materials and used materials equivalent to new in performance and reliability. MTTs may repair or replace MTTs products (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with equivalent products to an original product that has been discontinued. Replacement parts are warranted to be free from defects in material or workmanship for ninety (90) days or, for the remainder of Limited Warranty Period of the MTTs product they are replacing or in which they are installed, whichever is longer.

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MTTS will, at its sole discretion, repair or replace any components or product that manifests a defect in materials or workmanship during the Limited Warranty Period. All component parts removed under this Limited Warranty become the property of MTTs. In the unlikely event that your MTTs product has recurring failures, MTTs at its sole discretion, may elect to provide you with (a) a replacement unit selected by MTTs that is the same or equivalent to your MTTs product in performance or (b) to give you a refund of your purchase price or lease payments (less interests) instead of a replacement. This is your exclusive remedy for defective products.

Exclusions

MTTS DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. MTTS IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR THE PRODUCT.

This Limited Warranty does not apply to expendable or consumable parts and does not extend to any product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration (if required) or other external causes; (b) by operation outside the usage parameters stated in the user documentation shipped with the product; (c) by software, interfacing, parts or supplies not supplied by MTTs; (d) improper site preparation or maintenance; (e) virus infection; (f) loss or damage in transit; or (g) by modification or service by anyone other than (i) MTTs personnel, (ii) an MTTs authorized service provider, or (iii) your own installation of end-user replaceable MTTs or MTTs approved parts if available for your MTTs product in the servicing country or region.

Limitation of Liability

IF YOUR MTTs PRODUCT FAILS TO WORK AS WARRANTED ABOVE, THE MAXIMUM LIABILITY OF MTTs UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COSTS OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE.

EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL MTTs BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. MTTs IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED MTTs OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

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Limited Warranty Period

The Limited Warranty Period for this MTTS product is a specified, fixed period commencing on the date of purchase and specified on the Warranty Card. The date on your sales receipt is the date of purchase unless MTTS or your reseller informs you otherwise in writing.

Customer Responsibilities

In order to avoid the risk of charges for issues not covered by your limited warranty (issues that are not due to defects in materials and workmanship on MTTS product), you will be asked to assist MTTS as follows:

Verify configurations, load most recent firmware, install software patches, run MTTS diagnostics and utilities;

Implement temporary procedures or workarounds provided by MTTS while MTTS works on permanent solution;

Cooperate with MTTS in attempting to resolve the problem using online chat, email, or telephone. This may involve performing routine diagnostic procedures, installing additional software updates or patches;

Perform additional tasks as defined within each type of warranty service provided by MTTS and any other actions that MTTS may reasonably request in order to best perform the warranty support

CUSTOMER IS RESPONSIBLE FOR DELIVERING THE PRODUCT (AND ALL COSTS INVOLVED) FROM HIS LOCATION TO THE MTTS AUTHORIZED SERVICE POINT.

Contacting MTTS

If your MTTS product fails during the Limited Warranty Period and the suggestions in the product documentation do not solve the problem, you can receive support by doing one of the following:

- Locate and contact your nearest MTTS service provider via MTTS website:
<http://www.mtts-asia.com/support/>
- Call the Technical Support Center:
+84 243 766 6521

Before calling MTTS or an MTTS authorized service provider please have the following information available:

- Product serial number and model name
- Applicable error messages
- Detailed questions