**Ray-Pac warrants its X-Ray Tubes as follows:**

**X-Ray Tube Limited Warranty**

Ray-Pac warrants the X-Ray Tubes it manufactures to be free from defects in material and workmanship that impair their performance and to be in substantial compliance with operational features of Ray-Pac's published specifications at the time of sale. Ray-Pac's warranty shall continue for the period of time specified below or as specified on Ray-Pac's quotation that is agreed to in writing by Ray-Pac.

**X-Ray Tube Warranty Periods**

Warranty period is twelve (12) months. **Please see Warranty Conditions, Exclusions and Examples sections**.

**Remedies**

If Ray-Pac examination confirms that an X-Ray Tube has failed during the Warranty Period through no fault of Customer, the Customer's sole remedy shall be either for Ray-Pac to:

* repair the X-Ray Tube upon return of the failed X-Ray Tube to Ray-Pac or
* To replace the X-Ray Tube before the faulty X-Ray Tube is returned.

Which of these options used will be determined by Ray-Pac. If the second option is chosen the failed X-Ray tube must be returned to Ray-Pac within ten (10) business days or face being charged for the faulty X-Ray tube.

The warranty period remaining on the X-Ray Tube, at the time the tube is taken out of service, shall apply to the repaired tube or the replacement tube that is returned to the Customer by Ray-Pac.

**X-Ray Tube Warranty Conditions**

All remedies are expressly conditioned on all the following:

* Repairs and adjustments of X-Ray Tubes must be made (or directed in writing) by authorized Ray-Pac personnel only. Unauthorized repairs or adjustments will void this warranty.
* The X-Ray Tube must have been used under normal operating conditions within the respective Ray-Pac-specified ratings and according to Ray-Pac operating instructions. **Misuse, abuse, or improper installation will void this warranty**. Ray-Pac shall make the sole final determination about whether failure occurred in normal operation (under warranty) or whether the X-Ray Tube was subjected to other than normal operation (excluded from warranty).

**The unit become the customers property after 90 days if Ray-Pac is unable to substantiate the complaint.**

* Customer must give Ray-Pac written notice of X-Ray Tube failure before the end of the X-Ray Tube Warranty Period and return it prepaid to Ray-Pac with a completed X-RAY TUBE SERVICE REPORT describing the reason for return, operating conditions, dates of installation and removal, and other pertinent information. All repairs not within warranty will be invoiced at prevailing rates, but Ray-Pac will not begin work without Customer's approval of charges.
* Unless otherwise agreed by Ray-Pac, Customer shall pay costs of shipping for X-Ray Tubes returned to Ray-Pac for repair or adjustment, shall be responsible for loss or damage in transit, and shall file claims for loss or damage in transit.
* The Warranty Period remaining on the date Ray-Pac received notice of failure shall apply to the repaired or replaced X-Ray Tube from the date of reshipment to Customer.

**Exclusions from Coverage**

Ray-Pac's warranties shall not apply to the extent that malfunction is caused in Ray-Pac's reasonable opinion by (1) accident, abuse, alteration, misuse, or neglect, (2) failure to use Products under normal operating conditions or environment, or within Ray-Pac specified ratings, or according to any operating instructions provided by Ray-Pac, (3) lack of routine care or maintenance as indicated in any Ray-Pac operating or maintenance instructions, (4) failure to use or take any proper precautions under the circumstances, (5) user modification of any Product or Software, or (6) latent defects discovered after expiration of the applicable warranty period. This warranty does not cover Buyer supplied software, equipment warranted by another manufacturer, or replacement of expendable, consumable, or limited life items.

**Examples of Misuse and Abuse**

Ray-Pac will void the warranty on the X-Ray tube product if any of the following conditions occurred:

* Overheating of X-Ray tube product. This includes but is not limited to exceeding the heat values given on the insert and housing.
* Dropping of the X-Ray tube product.
* Arcing in the high voltage receptacles. Whether this is caused by inadequately or improperly applying grease on the high voltage cables or whether caused by debris in the receptacle.
* Subjecting the X-Ray Tube to operations outside of the X-Ray Tube’s kilovolt or milliampere ratings.

Ray-Pac is not limited to any the above examples when determining if the X-Ray Tube was subject to operations not covered by this warranty.

**Exclusion of Implied Warranties**

This limited warranty is expressly in lieu of and EXCLUDES all other express or implied warranties including but not limited to warranties of MERCHANTABILITY and of FITNESS for a particular purpose, use, or application.

**Limitations on Damages and Liability**

RAY-PAC'S TOTAL LIABILITY IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY RAY-PAC FOR THE UNIT OF PRODUCT, SERVICE OR SOFTWARE FURNISHED OR TO BE FURNISHED RESULTING IN THE LOSS OR DAMAGE CLAIMED. IN NO EVENT SHALL RAY-PAC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL LOSS OR DAMAGES OF ANY KIND, SUCH AS, BUT NOT LIMITED TO, LOST BUSINESS REVENUE, LOST PROFITS, OR COSTS OF DOWNTIME RESULTING FROM RAY-PAC'S PRODUCTS, SERVICES, OR SOFTWARE, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER

LEGAL THEORY. Liability to third parties for bodily injury, including death, resulting from Ray-Pac's performance or Products shall be determined according to applicable law. No claims, regardless of form, arising out of, or in any way connected with Products, Software, or Services furnished by Ray-Pac, may be brought by Buyer more than one (1) year after the cause of action has accrued or Ray-Pac's performance has been completed or terminated, whichever is earlier.

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