

EVA 3-Year Standard Warranty Terms and Conditions

AFP IMAGING / DENT-X (hereafter: AFP) warrants to the original purchaser that each new EVA Digital Sensor and System is free from defects in workmanship and material for 36 months from date of sale to the end-user. If no warranty card is returned to AFP within 30 days of installation, the maximum warranty period will be 36 months from date of shipment from the AFP warehouse. In the event any product or component of equipment is replaced by AFP under this warranty, such item is covered by this same original warranty for the remainder of the original warranty period.

AFP's obligation during this warranty period is expressly limited to repair or, at its sole discretion, replacement of non-expendable original equipment or components that AFP finds defective. To obtain service under this warranty you must contact AFP Technical Support for authorization. Upon authorization from AFP Technical Support and issuance of an RMA Number by Customer Service, a proper party asserting a claim under this warranty shall prepay all transportation costs and return the equipment to a location specified by AFP. All EVA units sent back to AFP must be properly cleaned before shipping and clearly marked with the RMA number and owner's return address or they will not be accepted. That party shall also bear all reasonable service and labor charges incident to any warranty claim.

This warranty does NOT APPLY (1) to any expendable parts including, but not limited to consumable supplies, (2) to any AFP product or component which has been repaired or altered with parts or by persons not approved in writing by AFP, provided, however, that such approval is not to be unreasonably withheld, or (3) to any product on which the serial number or name has been altered, defaced, or removed. This is a warranty and not an insurance policy so this shall also NOT APPLY AND IS WITHOUT FORCE OR EFFECT for any AFP product whose unsatisfactory performance or condition is due to:

- Failure to follow the installation, maintenance, system requirements or safety procedures recommended for EVA operation;
- Unusual physical or electrical stress;
- Immersion in liquids or other improper cleaning or maintenance.
- Accident, neglect, misuse, abuse, failure of electric power, air conditioning, humidity control, transportation or causes other than ordinary use in the purposes for which the product was intended;
- The software is not used in compliance with the software license;
- Service or repair by any party other than AFP

This warranty also does not apply to:

- To any consumable items;
- The Computer Operating System, Network or configuration;
- Third party software.

EVA is only covered under warranty for installation on computers with the following Windows operating systems: Windows XP (32 bit) and Windows Vista (32 bit).

AFP strongly encourages that an office's IT professional needs to be present for EVA system installation and networking to further ensure successful use of EVA and the office's network connections. To maximize AFP Technical Support an office should have a broadband Internet connection.

THE ABOVE EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED AND THERE ARE NO WARRANTIES BEYOND THOSE STATED IN THIS DOCUMENT. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR INFERABLE FROM THE COURSE OF DEALING OR USAGE OF TRADE, ARE EXCLUDED AND SHALL NOT APPLY TO THIS PRODUCT. THE PROVISIONS FOR REPAIR OR REPLACEMENT OF DEFECTIVE PARTS PROVIDED IN THIS WARRANTY SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF THE PURCHASER. AFP SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES (WHETHER IN TORT, DUE TO NEGLIGENCE OR OTHERWISE) INCLUDING BUT NOT LIMITED TO, LOSS OF LABOR, TIME, MATERIALS, CUSTOMER PROFITS, GOODWILL, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE FURNISHING, OPERATION OR FAULTY PERFORMANCE OF THIS PRODUCT. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE SO LONG AS AFP IS WILLING AND ABLE TO REPAIR OR REPLACE DEFECTIVE PARTS IN THE PRESCRIBED MANNER. THIS WRITING CONSTITUTES THE FINAL COMPLETE AND EXCLUSIVE EXPRESSION OF THE TERMS OF WARRANTY AND REMEDY AS AGREED TO BY THE PARTIES TO THIS SALE. AFP NEITHER AUTHORIZES NOR ADOPTS ANY STATEMENT MADE BY ANY REPRESENTATIVE WHICH DIFFERS FROM THE TERMS OF THIS WRITING AND ALL SUCH STATEMENTS ARE SUPERSEDED BY THIS DOCUMENT DATED May 1, 2009.

PROIMAGE SOFTWARE UPDATES: In the event that during the Warranty period AFP Imaging produces and sells any modifications, improvements or changes to any part(s) of the software that a customer has purchased from AFP Imaging, then the customer is entitled to software updated by U.S. Mail and will only be charged shipping and handling fees. AFP IMAGING ASSUMES NO OBLIGATION OR LIABILITY WHATSOEVER IN CONNECTION WITH THE SOFTWARE UPDATES, THEIR INSTALLATION OR THEIR USE.

Answers to questions regarding warranty service may be obtained by writing to: AFP Imaging, Attn: Warranty Department, 250 Clearbrook Road, Elmsford NY 10523.

ALL RULES AND PROCEDURES ARE PRACTICED BY AFP IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK AND THE UNITED STATES FEDERAL GOVERNMENT.

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