



Warranty

Subject to any other statutory right or remedy and the warranty conditions below, this new TruScreen[®] ULTRA system is expressly warranted by TruScreen Pty Ltd to be free from defects, and to conform to product descriptions and specifications as described in the Instructions for Use for a period of 1 year from the date of original delivery of the TruScreen[®] ULTRA system by the Dealer or Agent to the customer.

This warranty applies only to an original purchase world-wide from the Dealer or Agent not made for other than the purpose of resale.




This warranty does not cover damage, malfunction or failure resulting from the use of a TruScreen[®] ULTRA system other than in accordance with the instructions contained in the TruScreen[®] ULTRA Instructions for Use. Damage, malfunction or failure caused by accident, misuse or misapplication, improper or unauthorised repair, neglect, modification or use of unauthorised accessories or improper voltage are not covered by this warranty. The warranty shall be void if the rating label or serial number is altered or removed. Apart from any warranty implied by the law that cannot be excluded and the warranty specifically provided above, TruScreen Pty Ltd makes no warranty representation or covenant whatsoever in respect of the TruScreen[®] ULTRA system or any part of the TruScreen[®] ULTRA system and all other warranties, representations, or covenants, express or implied, are hereby excluded.

To obtain service under this warranty, first contact TruScreen Pty Ltd. Upon advice, the complete TruScreen[®] ULTRA system should be properly packaged in its original packaging or equivalent and returned to the nearest authorised TruScreen Pty Ltd service centre together with proof of purchase showing the original date of purchase and the product serial number. Any transport and insurance costs are the owner's responsibility.

TruScreen Pty Ltd will, at its option, correct any warranty failure by replacing the TruScreen[®] ULTRA system, repairing the TruScreen[®] ULTRA system or by paying the cost of replacing or paying the cost of having the TruScreen[®] ULTRA system repaired. TruScreen Pty Ltd's liability is limited to a liability to pay to the customer an amount equal to the cost of replacing the TruScreen[®] ULTRA, or the cost of having the TruScreen[®] ULTRA repaired, whichever is the lowest amount.

To the fullest extent permitted by law, the customer will not under any circumstances have any cause of action against or right to claim or recover from TruScreen Pty Ltd for or in respect of any negligence or economic loss of any special reliance, indirect or consequential loss, damage, or injury, including but not limited to loss, damage or injury in connection with an incorrect diagnosis arising out of or in connection with the use or supply of the TruScreen® ULTRA system or any part of the TruScreen® ULTRA system.

The customer expressly acknowledges and agrees that:

-  The TruScreen® ULTRA system is a technical medical device and it is the responsibility of the physician to provide the final histological diagnosis and treatment to the patient based on all information the physician has available to him or her.
-  The TruScreen® ULTRA system is intended to assist the physician in the detection of cervical pre-cancer and cancer, not to provide a conclusive determination or to serve as a substitute for histological diagnosis. If the TruScreen result is abnormal, a colposcopy must be performed. If this is abnormal, a colposcopically directed biopsy must be performed to get a tissue for histological diagnosis, and
-  All users of the TruScreen® ULTRA system shall be required to advise patients of the above limitations.

By opening the packaging of the TruScreen® ULTRA system, customers will be deemed to have read, fully understood and accepted all of the above warranty terms and conditions. If the customer does not accept the above warranty terms and conditions in their entirety, please return the complete TruScreen® ULTRA system in its original packaging, which must not be tampered with, to your distributor for a full refund.