

# Keeler standard warranty terms and conditions

## Who is covered

This warranty is given by the manufacturer Keeler USA (“Keeler”) only to the original end-user (referred to in this warranty as “Customer”) of the accompanying product, consumables, and accessories (collectively referred to in this warranty as “Product”).

If the Product was purchased from someone other than an authorized Keeler distributor in the United States or if the Product was used prior to purchase, the Product purchased is not covered by this Warranty.

## What is covered

The Product as defined includes Keeler products and associated accessories and consumables, as listed in Table 1. This warranty generally excludes consumable items, except where noted in this warranty.

Except as otherwise provided herein, Keeler warrants that the Product will be free from defects in materials and workmanship that affect product functionality when used under Normal Use Conditions. If the Product fails to function due to defects in either materials or workmanship, Keeler will, at its option, either repair or replace the product without charge, subject to the warranty herein.

The Product under the warranty should be registered with Keeler upon purchase. Failure to register the product may cause delays in processing times. Keeler also reserves the right to deny repairs for non-registered Product. The products must be registered on the company’s website, after which a certificate will be issued.

Keeler warrants that in the event of product recall, the said part will be replaced at no cost to Customer (within the warranty period).

This warranty applies only to products purchased and used in the United States. For products purchased in, but used outside the United States, this warranty covers only warranty service within the United States (and does not include shipping outside the USA).

## What is not covered

The Standard Warranty does not cover:

- Physical damage to the product
- Damage caused by incorrect installation or storage, contamination, misuse, neglect, accident, or in a way not consistent with the Instruction Manual (including but not limited to transporting the Product without adequate packaging)
- Damage caused by reasonably expected wear and tear
- Damage caused by failure to follow the recommended cleaning, disinfection, and sterilization instructions
- Consumable and Accessory items that expired in accordance with a rated life
- Problems arising from other than defects in materials or workmanship

The Standard Warranty is invalidated if any unauthorized modification, disassembly, or repairs has been made in any way to the Product, including the alteration/removal of the serial number, repair by any unauthorized person, and the use of any non-original parts.

## Warranty duration

The standard warranty periods for each product line are included in Table 1. These periods are subject to change by ongoing promotions (contact a Keeler representative for details).

Table 1 - Product warranties

Product	Warranty period*
<ul style="list-style-type: none"><li>• Handheld ophthalmoscopes, retinoscopes, and otoscopes</li><li>• Indirect ophthalmoscopes</li><li>• Loupes</li><li>• Desktop slit lamp</li><li>• Ultrasound</li></ul>	36 months
<ul style="list-style-type: none"><li>• Indirect ophthalmoscope illumination LED</li></ul>	60 months
<ul style="list-style-type: none"><li>• Tonometers (Pulsair &amp; KAT)</li><li>• Portable slit lamp</li><li>• Cryomatic</li></ul>	24 months
<ul style="list-style-type: none"><li>• Power supply unit</li><li>• Frames</li><li>• Battery</li><li>• Third-party products sold by Keeler</li></ul>	12 months

\*From date of shipment

## Submitting a claim

If the product is eligible under Standard Warranty, the Customer shall report the issue to Keeler’s Customer Service number at 1-800-523-5620 within the applicable warranty period. The Customer must furnish Keeler with a copy of the dated receipt demonstrating that the Product was purchased within the warranty period. Keeler reserves the right to deny service if sufficient proof is not presented. Customer’s failure to give prompt notice (30 days) upon discovery of any alleged defect shall constitute a waiver by Customer of all claims with respect thereto.

After contacting Keeler, the Customer may be required to send the Product properly packaged, freight prepaid, to Keeler USA (3222 Phoenixville Pike, Building 50, Malvern, PA 19355). The Customer shall not return goods unless authorized in writing by Keeler. The Customer is responsible for the cost of shipping, packing product, and any insurance (if desired). The Customer is also responsible for loss or damage to this Product in shipping. Installed equipment may require inspection on-site, and Keeler reserves the right to do so. Keeler shall have the right to inspect the Product at Customer’s installation.

## Keeler's obligations

Keeler will receive the product, and an Authorized Service Technician will diagnose the issue. If Keeler determines that the Keeler Product malfunctioned under Normal Use Conditions during the warranty period due to a defect in materials or workmanship, Keeler will (at its option) repair or replace it or the defective part, at no charge to the Customer for parts or labor or refund the purchase price in exchange for the return of the Keeler Product. Warranty repairs will include all labor, adjustments, and replacement parts.

The decision as to whether to repair or replace the Product is made by Keeler in its sole discretion. Unless a mandatory provision of local law provides otherwise, repair may use new or refurbished parts and replacement may be with a new or refurbished unit. When replacing the unit, Keeler may use either the same unit model or, if unavailable, the model nearest to the original model's form, functionality, and performance, in Keeler's sole discretion. In the event of replacement, the original Product or all parts of the Keeler Product that Keeler has replaced become Keeler's property.

Upon receipt of the product, Keeler will begin the repair work within a reasonable period. Unless a binding deadline has explicitly been agreed, dates for completion of repairs which the Customer is notified are non-binding. In the event it will do so, Keeler will carry out on-site repairs within a reasonable period within the framework of reasonable travel planning for Keeler repair personnel.

If the fulfillment of the obligations of Keeler is delayed or impeded by circumstances beyond Keeler responsibility, including but not limited to force majeure, strikes, lockouts, operational breakdown, scarcity of materials and energy, incorrect or late delivery despite a careful choice of supplier, the period for carrying out repairs will be extended by the duration of the hindrance. If a party provides substantial evidence that it cannot reasonably accept such an extension, such party is entitled to withdraw from the contract, without the right to any claims for damages, in so far as the contract has not yet been fulfilled. Any further claims that the Customer may assert are excluded.

## Non-covered repairs

If Keeler determines that the Keeler Product is not covered under Warranty, the Customer shall be furnished a cost estimate to service the Product and must notify Keeler accordingly whether to (i) waive any repairs and receive the unrepaired Product, subject to inspection and freight fees, or (ii) continue with repairs with the Customer bearing the cost of repair.

The expected repair costs stated in the cost estimate are approximate values estimated based on the information the Customer has provided and following the examination of the equipment. Keeler does not assume any liability for the accuracy of the figures contained. If while repairing the equipment it becomes clear that more extensive repair work is necessary, Keeler shall be authorized to complete the repair work without seeking confirmation from the Customer, if the total repair costs do not exceed the approximate value stated in the cost estimate by more than 15 %. Otherwise, Keeler will inform the Customer that Keeler expects the cost estimate to be exceeded and will present a new cost estimate to the Customer. If on the basis of a cost estimate the Customer decides not to proceed with the performance or continuation of the repair work, Keeler shall be entitled to charge for the cost of preparing the cost estimate and for any services performed up to that point.

The repaired or replacement Product will be returned to the Customer with freight prepaid. If the product is not covered by Standard Warranty, the Customer will be charged for shipping the Product and charged for any service and/or replacement parts/products at Keeler's then current published rates. If the Customer opts to not have any repairs done, Keeler reserves the right to charge a fee for the work conducted.

## Acceptance of Repair

Unless a mandatory provision of local law provides otherwise, after repair or replacement, the Keeler Product will be covered by this Warranty for the longer period of either the remainder of the original warranty period or 90 days after Keeler ships the serviced Product.

After the repair work has been completed on site or after the repaired equipment has been received by the Customer, the Customer shall be obliged to accept duly performed repair work immediately. The Customer may not refuse acceptance on the grounds of minor defects which do not affect the operation of the equipment.

If the Customer does not state its refusal to accept the repaired equipment within 30 days after the repair works ended on site or after the repaired equipment was received by Customer, the repair works shall be deemed to have been accepted.

## Limitations

**Unless a mandatory provision of local law provides otherwise, keeler's responsibility to repair or replace the keeler product, or to refund the purchase price subject to the limitations of this warranty, is the customer's exclusive remedy.**

Repair or replacement of items under this warranty is Keeler's sole liability and in particular Keeler does not accept any liability for loss, loss of profits, loss of business, damages, costs or any other expenses however they arise, including consequential losses awarded or incurred arising from or relating to the products or its use and application.

The warranty liability is strictly limited to the value of goods supplied.

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# Keeler Enhanced Warranty terms and conditions

All Standard Warranty Terms and Conditions apply, unless otherwise specified herein.

## Who is covered

This warranty is given by the manufacturer Keeler only to the original end-user (referred to in this warranty as "Customer") of the accompanying product, consumables, and accessories (collectively referred to in this warranty as "Product").

If the Product was purchased from someone other than an authorized Keeler distributor in the United States or if the Product was used prior to purchase, the Product purchased is not covered by this Warranty.

## What is covered

The Enhanced Warranty additionally covers compared to the Standard Warranty, any physical damage to the Product caused by accident, such as drops or bumps. It does not cover any damage caused by misuse of the device and reasonably expected wear and tear. It also does not cover any cosmetic damage, such as scratches, dents, or cracks, that does not interfere with the product's functionality or structural integrity.

The Product as defined includes Keeler products and associated accessories and consumables, as listed in Table 1.

The Product is only eligible for Enhanced Warranty as part of an ongoing promotion or additional purchase by the Customer.

Table 1 - Product warranties

Product	Warranty period*
• Vantage Plus LED Convertible Slimline Wireless binocular indirect	36 months

\*From date of shipment

## Warranty duration

The standard warranty periods for each product line are included in Table 1. These periods are subject to change by ongoing promotions (contact a Keeler representative for details).

## Limitations

Enhanced Warranty services are limited to one per year per device for the duration of the Warranty.



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