

17. Warranty

Volk Optical provides a 1-year warranty as standard with the Volk iNview.

For Volk iNview Camera devices (purchased including camera) the warranty covers the external indirect lens attachment, iOS application, and iOS device.

1. Volk iNview Touch Camera (VINVIEWC-TCH)

For Volk iNview Attachment devices (purchased excluding camera) the warranty covers the external indirect lens attachment and iOS application:

- 1. Volk iNview for iPod Touch (VINVIEW-TCH)**
- 2. Volk iNview for iPhone 5s (VINVIEW-5S)**
- 3. Volk iNview for iPhone 6 (VINVIEW-6)**

Warranty Terms

The Seller warrants to the Purchaser that the goods furnished hereunder will, for the appropriate periods of product warranties, as defined on our user instructions shipped with each product, conform to Sellers' agreed to specifications. The obligation of the Seller, and the Purchaser's sole and exclusive remedy hereunder, shall be limited, at the Seller's option, to replacement of defective goods or refund of the purchase price thereof. Purchaser shall not return goods unless authorized in writing by Seller. Seller shall have the right to inspect the goods at Purchaser's installation. Purchaser's failure to give prompt written notice (30 days) upon discovery of any alleged defect shall constitute a waiver by Purchaser of all claims with respect thereto. Notwithstanding the foregoing warranties and remedies, seller shall have no obligation hereunder if the goods become defective as a result of improper storage, contamination, adulteration, improper use, or misapplication after delivery thereof to Purchaser. If the product fails to function due to defects in either materials or workmanship, Volk will, at its option, either repair or replace the product without charge, subject to the Warranty Limitations.

Volk Optical warrants its iNview Retinal Imager against defects in material or workmanship for a period of 1 year from receipt by end-user.

Customers shall be responsible for returning products for warranty service to Volk Optical Inc., 7893 Enterprise Drive, Mentor, Ohio 44060 - USA.

Warranty repairs will include all labor, adjustments, and replacement parts. Replacement parts may be remanufactured or contain remanufactured materials.

Warranty service may not be provided without proof the product was purchased from Volk Optical Inc. or an Authorized Volk Distributor.

This Warranty becomes null and void if the customer fails to return the product in packaging that is consistent with the original protective packaging and it results in shipping damage.

This Warranty becomes null and void if the customer fails to follow the recommended cleaning instructions and/or cautions contained in the product instruction manual.

This Warranty does not cover service required because of disassembly, unauthorized modifications or service, misuse, or abuse.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, OF THE PRODUCT SUPPLIED HEREUNDER, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. SELLER SHALL HAVE NO LIABILITY FOR LOSS OF PROFITS, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES OR LEGAL THEORY, WHETHER BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, TORT, CONTRACT, OR OTHERWISE. SELLER SHALL IN NO EVENT BE LIABLE IN RESPECT OF THIS ORDER AND/OR PRODUCT DELIVERED ON ACCOUNT OF THIS ORDER FOR ANY AMOUNT GREATER THAN THAT PAID TO SELLER ON ACCOUNT OF THIS ORDER. THE PURCHASER ACKNOWLEDGES THAT IT IS PURCHASING THE GOODS SOLELY ON THE BASIS OF THE COMMITMENTS OF THE SELLER EXPRESSLY SET FORTH HEREIN.