

TERMS AND CONDITIONS OF SALE

1. COMPLETE AGREEMENT

Olympus Canada Inc.'s ("Olympus") sale of any products, software, or goods (collectively, "Goods") is expressly conditioned on the Buyer's assent to these Terms and Conditions. Any additional or different terms or conditions proposed by Buyer are expressly objected to and are hereby rejected, and will not be binding upon Olympus unless specifically assented to in writing by an authorized representative of Olympus. No course of dealing, usage of trade, or course of performance shall explain or supplement these Terms and Conditions. Any order for Goods, any statement of intent by Buyer to purchase Goods, any shipment or delivery of Goods by Olympus, or any direction to perform work, or any assent to Olympus' performance of work by Buyer shall constitute Buyer's assent to these Terms and Conditions.

2. PAYMENT AND CREDIT TERMS

Payments are due thirty (30) days from the date of invoice, subject to Buyer maintaining credit arrangements satisfactory to Olympus. Otherwise, terms are cash on delivery. In no event shall Buyer be entitled to deduction or setoff. Olympus reserves the right to revoke credit terms extended to Buyer in the event (i) Buyer fails to pay for any Goods or services, previously or subsequently delivered or performed, when due, or (ii) in the sole judgment of Olympus there has been a material adverse change in Buyer's financial condition. Olympus shall have the right to demand payment or other assurances of Buyer's financial conditions, which it deems adequate before shipment of any Goods or performance of services. All payments shall be made in CAD Dollars to the address indicated on the face of Olympus' invoice, unless other arrangements have been expressly agreed to in writing by Olympus. Payment by credit card will not be accepted.

3. TAXES AND OTHER CHARGES

In addition to the purchase price, Buyer shall pay all applicable taxes, customs duties, provincial fees, and other similar charges and expenses imposed by national, provincial or local governmental entities on the Goods or services or the sale of the Goods or performance of services.

4. FAILURE TO PAY; SECURITY INTEREST

Buyer's failure to make any payment when due shall cause the entire amount of the unpaid balance owed to Olympus to become immediately due and payable. In addition to any other rights of Olympus, Olympus may, upon default of the Buyer in payment, (i) apply a service charge at the rate of one and one half percent (1½%) per month on the unpaid balance or (ii) remove the Goods and hold them or sell them at public auction or private sale, it being understood that Olympus is permitted to purchase the Goods at any public sale, or both (i) and (ii). If the unpaid balance plus interest and service charges is not satisfied from the net proceeds of such sale (after the deduction of reasonable removal, storage, taxes, and attorneys' fees and other ordinary or necessary expenses incurred in connection therewith), then Buyer shall pay on demand any such deficiency as liquidated damages for breach of contract, along with all agency and attorneys' fees and court costs incurred by Olympus in the collection of such delinquent payments.

Buyer hereby grants to Olympus a security interest in the Goods, and any accounts receivable, profits, proceeds, or cash from resale thereof, until full payment is made to Olympus. Buyer agrees to file, or permit Olympus to file, any financing statements or other applicable documents with

governmental authorities necessary to perfect the validity, priority, and enforceability of Olympus' security interest. Buyer will take such other actions reasonably required to enforce Olympus' security interest.

5. SHIPMENT AND DELAYS

The "freight" charge shown on the front page hereof may not necessarily reflect the exact charges paid by Olympus to the carrier due to volume incentive discount agreements entered into between Olympus and such carrier. All shipments are, unless otherwise specifically provided, F.O.B. Olympus' facility, freight prepaid and added to invoice. All claims for breakage and damage should be made directly to the carrier; however, Olympus will assist in securing satisfactory payment or adjustment of such claims. Olympus will not be liable for any delay in delivery of Goods or performance of services due to causes beyond its reasonable control. Title to and risk of loss for the Goods shall pass to Buyer upon delivery of the Goods to the common carrier.

6. INSPECTION, ACCEPTANCE AND RETURNS

Goods returns due to damage upon delivery. Buyer should thoroughly inspect the Goods upon receipt. The Goods shall be deemed accepted upon delivery. All claims arising from over, short, defective, or damaged Goods upon delivery shall be made within fourteen (14) days of receipt and should reference the original purchase order.

Goods returns for other reasons other than damage upon delivery. A RMA may only be requested for up to 30 days from the Goods delivery date. Goods return requests received past 30 days from the Goods delivery date will not be accepted and will be returned to Buyer at Olympus' sole discretion. All returns are subject to Olympus Quality Inspection.

For full credit of purchase price, returned Goods must be unused, in brand new condition, in its unaltered original packaging with all accompanying items/accessories as shipped by Olympus. Consumable Goods must be unopened. No cash refunds will be provided.

Goods not meeting the preceding requirements will be subject to a minimum 20% restocking fee.

Please note that items identified as "Special Order: No Return", special Goods, custom manufactured goods, discontinued or demo/clearance Goods will be accepted for return credit only if the item was processed in error by Olympus.

* RMA is valid for 45 days ONLY. RMA will be cancelled if goods are not received within this time.

7. LIMITED WARRANTY – REFER TO SCHEDULE A

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS OR PROVIDED FOR UNDER ANY APPLICABLE LAW, OLYMPUS SHALL NOT BE LIABLE TO BUYER OR ANY OTHER THIRD PARTY FOR ANY DAMAGES THAT BUYER MAY INCUR FROM DELAYED SHIPMENT, PRODUCT FAILURE, PRODUCT DESIGN OR PRODUCTION, OR FROM ANY OTHER CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY. OLYMPUS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF FUTURE REVENUE, INCOME, OR PROFITS, OR ANY DIMINUTION OF VALUE RELATING TO THE BREACH OR ALLEGED BREACH HEREOF, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO OLYMPUS IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY OLYMPUS.

THE TOTAL LIABILITY OF OLYMPUS, ON ALL CLAIMS OF ANY KIND, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR OLYMPUS' PERFORMANCE UNDER OR BREACH OF THESE TERMS AND CONDITIONS, OR FROM THE GOODS OR THE USE OF ANY GOODS SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE GOODS HEREUNDER.

Representations and warranties made by any person, including dealers and representatives of Olympus, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Olympus unless reduced to writing and approved by an expressly authorized officer of Olympus.

9. INTELLECTUAL PROPERTY

All copyrights, patents, trademarks, trade dress, trade secrets, or other intellectual property in the Goods ("Goods IP") shall be and remain the sole and exclusive property of Olympus, its affiliates, and their respective licensors. Except as expressly provided for in these Terms and Conditions, nothing contained in these Terms and Conditions grants any rights, by license or otherwise, in Goods IP to Buyer, unless such grant is required by law. Buyer agrees not to register or use any trademark, trade dress, or internet domain name that contains, or is similar to, any Goods IP.

10. SOFTWARE OWNERSHIP

Olympus and, in applicable instances, Olympus' licensors, retain the entire right, title, and interest in and to the intellectual property (including, without limitation, all copyrights) related to any item of software and related documentation that Olympus provides to Buyer. Buyer shall not itself, or grant to others a right to, (i) decompile, disassemble, reverse engineer, or otherwise attempt to

derive the source code of any such software, or (ii) remove, obscure, or alter any copyright, trade secret, trademark, patent, or other proprietary rights notice affixed to or displayed on any such software or related documentation, or affixed to or printed on any of its factory packaging.

11. DELAY, CANCELLATION OR DEFAULT

Olympus may terminate these Terms and Conditions or your order for products at any time, in whole or in part and at the convenience of Olympus upon written notice to you. If Buyer requires Olympus to delay delivery, payment for the Goods and Buyer's required inspection shall not thereby be postponed or extended. Goods held for Buyer shall be at the risk and expense of Buyer.

12. RIGHT OF FIRST REFUSAL / INDEMNIFICATION SALE TO THIRD PARTIES

Buyer shall offer to Olympus a right of first refusal to purchase any Goods buyer intends to sell to a third party on the same bona fide terms being offered to such third party for the purchase of the Goods. Olympus shall have ten (10) days to accept the offer for purchase.

Buyer shall be responsible for any regulatory, legal requirements or claims arising from or related to the Goods sold to a third party, including any claims, liabilities or damages related to or arising from the use or possession of the Goods by the third party. Buyer shall at all times defend, indemnify, and hold harmless Olympus, including its parent, subsidiary, and affiliate companies ("Olympus Indemnified Parties") from and against any and all claims, liabilities, losses, costs, damages, and expenses, including but not limited to all of the Olympus Indemnified Parties' reasonable attorneys' fees and disbursements, settlement costs, judgments, court costs and expenses (attorneys' fees and disbursements only in the event Buyer fails to defend), incurred by the Olympus Indemnified Parties in any action or proceeding between an Olympus Indemnified Party and Buyer or any third party, or government action, arising out of or resulting from the use or possession of the Goods purchased by such third party from Buyer. Olympus shall provide to Buyer, at Buyer's expense, reasonable assistance in connection with a third party action or proceeding of the kind described in this Section.

13. COMPLIANCE WITH LAWS

Buyer shall at all times comply with all applicable national, provincial, and local laws and regulations governing the purchase, use, and transfer of the Goods. Buyer agrees that all products purchased are for Buyer's use only, and only in Canada, and not for resale or use outside of Canada.

14. CHOICE OF LAW AND JURISDICTION; COURTS

The validity, performance, and all matters relating to the interpretation and effect of these Terms and Conditions shall be construed and interpreted in accordance with the laws of the Ontario, without regard to the conflict of laws rules thereof, provided that any provision of such law invalidating any provision of these Terms and Conditions or modifying the intent of the parties as expressed in these Terms and Conditions shall not apply.

This transaction is deemed to have been made in the Province of Ontario. All controversies, disputes, and claims arising out of or relating to this transaction or these Terms and Conditions, or the breach or threatened breach of these Terms and Conditions, shall be adjudicated by a provincial court located within the Province of Ontario, except that any judgment obtained in such action may

be enforced in other jurisdictions. Buyer hereby waives personal service of process provided that process is served by certified mail. Buyer hereby waives any objection that it may have regarding the personal jurisdiction or venue of any of the aforesaid courts, as well as any claim that the forum or venue is inconvenient or should be transferred. Buyer agrees to pay all reasonable costs, legal fees, and expenses incurred by Olympus resulting from all controversies, disputes, or claims which are adjudicated or settled favorable to Olympus.

15. INDEMNIFICATION

Buyer shall at all times defend, indemnify, and hold harmless Olympus, its successors and permitted assigns, and any of their respective officers, directors, members, employees, representatives, and/or agents, and each of them, from and against any and all claims, damages, liabilities, costs, and expenses, including, without limitation, reasonable fees and disbursements of counsel and court costs, incurred by Olympus arising out of or relating to Buyer's breach of these Terms and Conditions, including without limitation, the payment terms, and its failure to comply with applicable laws, regulations, rules, or orders, all to the fullest extent permitted by law.

16. ASSIGNMENT

These Terms and Conditions, and any of Buyer's rights hereunder, may not be assigned by Buyer, in whole or in part, without Olympus' prior written consent. Any purported assignment in contravention of this section will, at the option of Olympus, be null and void and of no effect. Except as otherwise provided herein, these Terms and Conditions shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

17. FORCE MAJEURE

Olympus shall be excused from the performance of its obligations hereunder in the event such performance is prevented by force majeure, and such excuse shall continue for so long as the condition constituting such force majeure and any consequences resulting from such condition continues. For the purposes of these Terms and Conditions, "force majeure" shall mean causes beyond Olympus' reasonable control, including, by way of example but not limitation, acts of God; war, riot, or civil commotion; terrorist activities; damage to or destruction of production facilities or materials by fire, earthquake, storm, or other disaster; strikes or other labor disturbances; epidemic; pandemic; failure or default of public utilities or common carriers; and other similar acts.

18. WAIVER

No waiver of any of Olympus' rights under these Terms and Conditions shall be deemed effective unless contained in a writing signed by Olympus, and no waiver of any breach or failure to perform shall be deemed to be a waiver of any future breach or failure to perform or of any other provisions of these Terms and Conditions.

19. SEVERABILITY

If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of these Terms and Conditions shall continue in full force without being impaired or invalidated in any way.

SCHEDULE A

OLYMPUS LIMITED WARRANTY – MEDICAL PRODUCTS

Olympus Canada Inc. (“Olympus”) warrants that the enclosed Olympus products (individually a “Product” and collectively the “Products”) will conform to current Olympus-published specifications and will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of delivery. *(See Annex A for certain Product warranty periods and terms, which augment and/or differ from the foregoing standard one-year limited warranty.)* If any Product proves to be non-conforming or defective within such warranty periods, the customer must return such Product to Olympus. Olympus, at its sole discretion, will repair or replace the non-conforming or defective Product, provided that Olympus investigation and factory inspection disclose that (a) such non-conformity or defect developed under normal and proper use and (b) the Product is covered under this limited warranty. Repair or replacement of non-conforming or defective

Products shall be Olympus’s sole obligation and the customer’s exclusive remedy hereunder. The customer is liable and shall pay for shipment of the Products to and from the authorized Olympus service facility. Olympus shall not be obligated to perform preventive maintenance, installation, deinstallation, relocation, or maintenance. Olympus reserves the right to (i) use reconditioned, refurbished, and/or serviceable used parts (that meet Olympus’s quality assurance standards) for warranty or any other repairs and (ii) make any internal or external design and/or feature changes on or to its products without any liability to incorporate such changes on or to the Products. The use of reconditioned, refurbished, or serviceable used parts may include, without limitation, replacing or exchanging major components of the Products such as a control unit or light guide tube.

Excluded from this limited warranty and not warranted by Olympus in any fashion, either express, implied, or by statute, are:

- (a) products and accessories not manufactured by Olympus and/or not bearing the “OLYMPUS” brand label (the warranty coverage for products and accessories of other manufacturers, which may be distributed by Olympus, is the responsibility of the manufacturers of such products and accessories in accordance with the terms and duration of such manufacturers’ warranties);
- (b) any Product which has been disassembled, repaired, tampered with, altered, changed, or modified by persons other than Olympus’s own authorized service personnel unless repair by others is made with the written consent of Olympus;
- (c) defects or damage to the Products resulting from wear, tear, misuse, abuse, negligence, impact, improper storage, nonperformance of scheduled operator and maintenance items, or use of non- OLYMPUS brand accessories, consumables, or supplies, or non-approved reprocessing methods;
- (d) software programs;
- (e) testing or certification of the Products’ leakage current;
- (f) thermal head printers;
- (g) Products which do not contain a validly placed and recorded Olympus serial number; and/or
- (h) any other exclusions applicable to those Products listed and as described on Annex A.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, OLYMPUS MAKES NO AND DISCLAIMS ALL OTHER REPRESENTATIONS, GUARANTIES, CONDITIONS, AND WARRANTIES CONCERNING THE PRODUCTS, WHETHER DIRECT OR INDIRECT, EXPRESS OR IMPLIED, OR ARISING UNDER ANY STATUTE, ORDINANCE, COMMERCIAL USAGE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR REPRESENTATION AS TO SUITABILITY, DURABILITY, DESIGN, OPERATION, OR CONDITION OF THE PRODUCTS (OR ANY PART THEREOF), OR THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR A PARTICULAR PURPOSE, OR RELATING TO THE

INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHT USED OR INCLUDED THEREIN. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THIS LIMITED WARRANTY. SOME PROVINCES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY SO THE ABOVE DISCLAIMER AND EXCLUSIONS MAY NOT APPLY. THE CUSTOMER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM PROVINCE TO PROVINCE.

THE CUSTOMER ACKNOWLEDGES AND AGREES THAT OLYMPUS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT THE CUSTOMER MAY INCUR FROM DELAYED SHIPMENT, PRODUCT FAILURE, PRODUCT DESIGN, SELECTION, OR PRODUCTION OR FROM ANY OTHER CAUSE,

WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL OLYMPUS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT OLYMPUS SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

In compliance with OSHA blood borne pathogen regulations and other applicable federal, provincial, and local regulations, Products that come into contact with potentially infectious material must be decontaminated before being returned to Olympus under this limited warranty. Products must also be returned to Olympus in adequate packaging materials. Representations and warranties made by any person, including but not limited to representatives, salespersons, or agents of Olympus, which are inconsistent or in conflict with or in addition to the terms of this limited warranty, shall not be binding upon Olympus unless reduced to writing and approved by an expressly authorized officer of Olympus.

This limited warranty is the complete and exclusive statement of warranty which Olympus agrees to provide with respect to the Products and it shall supersede all prior and contemporaneous oral or written agreements, understandings, proposals, and communications pertaining to the subject matter hereof. This limited warranty is exclusively for the benefit of the original customer and cannot be transferred or assigned.

Annex A

1. Laparoscopic hand instruments are warranted for a period of 90 days from the date the Product is shipped to Buyer.
2. Olympus' Goldtip telescopes are warranted against damage caused exclusively by autoclave sterilization for a period of five (5) years from date the Product is shipped to Buyer. All Olympus telescopes are covered by this warranty, with the exception of EndoEYE video endoscopes, which are covered by a standard one-year warranty. In addition to the exclusions set forth in the main text of the Limited Warranty statement, excluded from this special five (5) year warranty are those of Olympus' Goldtip endoscope Products which: (a) have been sterilized by a method other than steam autoclave or EtO gas sterilization; and/or (b) have experienced any kind of accelerated cooling methods after steam sterilization.
3. Lifetime warranty against thermal damage for the ceramic beak of Olympus Resection sheath Products for hysteroscopic and urological applications from the OES 4000 and OES Pro ranges. In addition to the exclusions set forth in the main text of the Limited Warranty statement, this special lifetime warranty does not cover damage other than thermal damage and/or use of the aforementioned hysteroscopy and urology Products in conjunctions with nonOlympus equipment (including but not limited to electrodes).
4. Olympus Electrosurgical Generators Models ESG-400 and USG-400 are warranted for a period of five (5) years from the date the product is shipped to Buyer.
5. OER-PRO reprocessing unit be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of installation.
6. Olympus will pass through the manufacturer warranty of third party products.

STANDARD WARRANTY – SCIENTIFIC PRODUCTS

Olympus Canada Inc.-Scientific Equipment Products Group ("Olympus") warrants that the enclosed Olympus® microscope(s) and related Olympus® accessories (individually a "Product" and collectively the "Products") will be free from defects in materials and workmanship under normal use and service for a period, beginning from the date of delivery, of (a) five (5) years for mechanical or optical defects and (b) one (1) year for electrical, electronic, or wear-related components. Notwithstanding the foregoing, see Annex A for certain Product warranty periods and terms which differ from the foregoing standard limited warranty periods. If any Product proves to be defective within the relevant warranty periods (as set forth above and on Annex A), the customer must return the defective Product to the nearest authorized Olympus representative, following the procedure set forth below (see "WHAT TO DO WHEN SERVICE IS NEEDED").

Olympus, at its sole discretion, will repair, replace, or adjust the defective Product, provided that Olympus investigation and factory inspection disclose that (i) such defect developed under normal and proper use and (ii) the Product is covered under this limited warranty. Repair, replacement, or adjustment of defective Products shall be Olympus's sole obligation and the customer's sole remedy hereunder. The customer is liable and shall pay for shipment of the Products to Olympus. Olympus shall not be obligated to perform preventive maintenance, installation, deinstallation, relocation, or maintenance. Olympus reserves the right to (i) use reconditioned, refurbished, and/or serviceable used parts (that meet Olympus's quality assurance standards) for repairs and (ii) make any internal or external design and/or feature changes on or to its products without any liability to incorporate such changes on or to the Products.

WHAT IS NOT COVERED BY THIS STANDARD WARRANTY

Excluded from this standard warranty and not warranted by Olympus in any fashion, either express, implied, or by statute, are:

- (a) products not manufactured by Olympus and/or not bearing the "OLYMPUS" brand label (the warranty coverage for products of other manufacturers, which may be distributed by Olympus, is the responsibility of the manufacturers of such products in accordance with the terms and duration of such manufacturers' warranties);
- (b) any Product which has been disassembled, repaired, tampered with, altered, changed, or modified by persons other than Olympus's own authorized service personnel unless repair by others is made with the written consent of Olympus;
- (c) defects or damage to the Products resulting from wear, tear, misuse, negligence, sand, liquids, impact, improper storage, non-performance of scheduled operator and maintenance items, or use of non-Olympus brand accessories, consumables, or supplies;
- (d) software programs; and
- (e) supplies and consumables.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, OLYMPUS MAKES NO AND DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR CONCERNING ANY PATENTS OR TECHNOLOGY USED OR INCLUDED THEREIN. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THIS LIMITED WARRANTY. ALL GUARANTIES, WARRANTIES, CONDITIONS, AND REPRESENTATIONS WHATSOEVER, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED. SOME PROVINCES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY SO THE ABOVE DISCLAIMER MAY NOT APPLY. THE CUSTOMER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM PROVINCE TO PROVINCE. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT OLYMPUS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT THE CUSTOMER MAY INCUR FROM DELAYED SHIPMENT, PRODUCT FAILURE, PRODUCT DESIGN, SELECTION, OR PRODUCTION OR FROM ANY OTHER CAUSE, WHETHER LIABILITY IS

ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL OLYMPUS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT OLYMPUS SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

Representations and warranties made by any person, including but not limited to representatives of Olympus, which are inconsistent or in conflict with the terms of this limited warranty, shall not be binding upon Olympus unless reduced to writing and approved by an expressly authorized officer of Olympus.

This limited warranty is the complete and exclusive statement of warranty which Olympus agrees to provide with respect to the Products and it shall supersede all prior and contemporaneous oral or written agreements, understandings, proposals, and communications pertaining to the subject matter hereof.

WHO IS COVERED BY THIS STANDARD WARRANTY

This limited warranty is exclusively for the benefit of the original customer and cannot be transferred or assigned.

WHAT TO DO WHEN SERVICE IS NEEDED

Package the Product carefully using ample padding material to prevent damage in transit and ship it postage prepaid and insured to Olympus. When returning Products for service, your package should include the following:

1. Invoice showing date and place of purchase.
2. Copy of this limited warranty bearing the Product serial number corresponding to the serial number on the Product.
3. A detailed description of the problem.

INTERNATIONAL WARRANTY SERVICE

International warranty service is NOT available under this warranty.

IF YOU HAVE QUESTIONS OR NEED HELP

If you have any questions or comments regarding (a) the use or performance of your Products, or (b) your nearest authorized Olympus representative, or (c) service performed in the Canada which has not been resolved to your satisfaction; write directly to: Olympus Canada Inc.

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