

# DATA SPECTRUM CORPORATION

*A Worldwide Leader in Imaging Phantoms*

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## Warranty and Return Policy

### Warranty and Special Provisions For The United States of America and Other Countries

#### Exclusive Limited Warranty:

For a period of **[ninety (90)]** days from **[receipt of the phantom by the original purchaser] [the date of shipment by Data Spectrum Corporation]**, Data Spectrum Corporation warrants such phantom shall be free from defects in materials and workmanship. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. ALL OTHER WARRANTIES (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE EXPRESSLY DISCLAIMED. Furthermore, any implied warranties not negated hereby which may arise by operation of law and any express warranties not negated hereby are given solely to the original purchaser of the phantom and are limited in duration to **[ninety (90)]** days from **[receipt of the phantom by the original purchaser] [the date of shipment by Data Spectrum Corporation]**.

#### Limitations:

The foregoing warranty does not cover defects or failure of the phantom caused by (a) improper handling of the phantom, (b) improper storage, maintenance or attempted repair of the phantom, (c) modification, abuse or abnormal use of the phantom, (d) operation of the phantom not in accordance with instructions issued with the phantom, (e) operation of the phantom outside of the environmental specifications of the phantom or in an improperly-prepared or maintained site, or (f) use for a purpose or in a manner for which the phantom was not intended.

#### Return Material Authorization; Remedy:

If, within the warranty period, you identify a defect in the phantom, you must obtain a Return Material Authorization (RMA) number from Data Spectrum Corporation prior to shipment of such phantom back to Data Spectrum Corporation. The Return Material Authorization (RMA) number must appear on all packages returned to Data Spectrum Corporation and referred to in all correspondence relating to such defective phantom. Returned phantoms will be subject to

inspection and test, and final determination as to whether or not any adjustment is due. If the inspection shows that the warranty set forth above for the phantom is breached, Data Spectrum Corporation will (at its sole option):

- a) repair or replace the defective phantom, or,
- b) in its sole discretion, refund to you the purchase price of the defective phantom.

provided, in each case, you report the defect to Data Spectrum Corporation in writing (including a written description of the defect and how and when the defective phantom was tested, operated and/or used) within **[ninety (90) days] [of your receipt of the defective phantom (or, if you are not the original purchaser of the defective phantom, within ninety (90) days of the original purchaser's receipt of the defective phantom)] [following the date of shipment of such phantom by Data Spectrum Corporation]** and, if requested by Data Spectrum Corporation, you return the defective phantom to Data Spectrum Corporation's designated repair facility, freight prepaid for analysis of your claims. Any repaired or replaced phantom shall be treated as a new product, subject to a new warranty period applicable to such phantom. THE FOREGOING REMEDIES (REPAIR, REPLACEMENT OR REFUND) ARE YOUR SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ALL WARRANTY CLAIMS ON THE PHANTOM (INCLUDING ANY EXPRESS WARRANTIES AND/OR UNDER ANY IMPLIED WARRANTIES NOT NEGATED HEREBY). WARRANTY CLAIMS MUST BE MADE WITHIN THE WARRANTY PERIOD OR ARE FOREVER WAIVED.

### **Liability Limitation; Exclusion of Consequential and Incidental Damages:**

Notwithstanding the warranty contained herein, Data Spectrum Corporation will not, under any circumstance, be liable for incidental or consequential damages, including, but not limited to, lost profits, injury to other property, loss of use, or other commercial losses arising out of the phantom or the use thereof, even if Data Spectrum Corporation has been advised of the possibility of such damages. If, notwithstanding the foregoing, consequential and incidental damages cannot be excluded due to operation of law, such damages are expressly limited in amount to the purchase price of the defective phantom. This exclusion of consequential and incidental damages, and the immediately preceding provision hereof limiting remedies hereunder to repair, replacement or refund, are independent provisions, and any determination that the exclusive remedy in immediately preceding provision hereof fails of its essential purpose or any other determination that either of the above provisions is unenforceable, shall not be construed to make the other provision unenforceable. In no event shall Data Spectrum Corporation be liable for damages of any kind whatsoever, regardless of the legal theory and whether arising in tort, contract or strict liability, in an amount greater than the purchase price of the phantom with respect to which such claim is made.

## **Governing Law; Amendment:**

This Warranty is made subject to, and shall be construed under, the laws of the State of North Carolina (without regard for choice of law considerations), and may not be modified, amended or waived, except with the prior written consent of both parties. The sale of the phantom and this warranty shall expressly not be governed by the United Nations Convention for Contracts for the International Sale of Goods.

**Returns** – Data Spectrum Corporation has a 30-day warranty/return policy on all products, providing they have not been used. We want you to be a satisfied customer. Please follow these steps:

- 1) Either call (919) 732-6800, e-mail [info@spect.com](mailto:info@spect.com) or send us a fax (919) 732-2260 for your Return Merchandize Authorization (RMA) number and shipping instructions. Shipments without the RMA number will not be accepted.
- 2) Your order must be shipped complete in its original box, safely packed with all packaging materials. Please provide the following information within the package: your name, address, telephone number and date of receipt. ***Please write the RMA number clearly on the outside of the box.***
- 3) Upon receipt of the returned item (if not damaged) Data Spectrum Corporation will either credit your method of payment (credit card or send a refund) or ship the replacement item.
- 4) ***We do NOT pay for freight on returned items - You will be responsible for shipping charges.***

**Damaged Shipments** – Within 7 days of receipt, if you received damaged product and were unable to refuse shipment, call (919) 732-6800 immediately and follow these steps:

- 1) Upon receiving your order you should immediately open and inspect your order in front of the UPS driver. You should refuse shipment if the package(s) appears damaged.
- 2) If you received a damaged product and were unable to refuse shipment, please call (919) 732-6800 immediately.
- 3) Keep all packaging materials in the same condition as you received them. Claims cannot be made if packaging material is missing.
- 4) Do not ship the package back to Data Spectrum Corporation. Wait for the carrier to inspect and pick up the package.

**Defective Items** – If you receive an item that is defective in some way, follow these steps:

- 1) Either call (919) 732-6800, e-mail [info@spect.com](mailto:info@spect.com) or send us a fax (919) 732-2260. We will send you the replacement part(s) when it is warranted instead of asking you to return the item. If you are asked to return products, we will issue you a Return Merchandise Authorization (RMA) number and shipping instructions. Returned shipments without the RMA number will not be accepted.
- 2) Your order must be shipped complete in its original box or another sturdy carton, safely packed with all packaging materials. Please provide the following information inside the package: your name, address, telephone number, date of receipt, and a description of the problem. **Write the RMA number clearly on the outside of the box.**
- 3) Upon receipt of the returned item, Data Spectrum Corporation will ship the replacement.

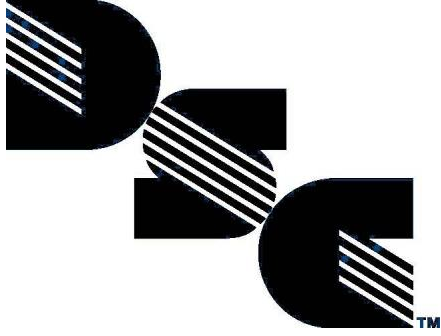
**Shipping Errors** – Data Spectrum Corporation closely monitors its orders to ensure that you receive what you order, but if an error occurs we will replace the order and give you instructions on how to return the item(s) at our expense. Please notify us of any problem within 7 days of receipt of your order.

### **Returning Used Products for Modifications and/or Repairs, Please**

#### **Note:**

- 1) Either call (919) 732-6800, e-mail [info@spect.com](mailto:info@spect.com), or send us a fax (919) 732-2260 to advise us of what you need.
- 2) ***We do NOT pay for freight on items returned for repairs - You will be responsible for shipping charges.***
- 3) **THE PRODUCT MUST BE CLEAN AND DRY; ANY PRODUCT RETURNED WITH ANY EVIDENCE OF ACTIVITY/MOISTURE WILL BE PUT ASIDE FOR ONE WEEK OR WILL NOT BE ACCEPTED, AND RETURNED.**
- 4) Your order must be shipped complete in a sturdy carton, safely packed; you will be responsible for any package received that is damaged. Please provide the following information within the package: your name, address, telephone number, date of receipt, and your instructions.
- 5) Upon receipt of the returned item Data Spectrum Corporation will contact you about any repairs that are needed.

**Evaluation Fees** – All products out of warranty sent in for repairs could possibly have a minimum evaluation fee of \$106.00.



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## RMA (Return Material Authorization) Form

Date: \_\_\_\_\_ To be returned by: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Facility Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State/Province, postal code: \_\_\_\_\_

Country: \_\_\_\_\_

Item to be returned and serial number (etched on the bottom of cylinder on the edge):  
\_\_\_\_\_  
\_\_\_\_\_

If known: Invoice number item was billed on: \_\_\_\_\_

Name of distributor, if purchased by one: \_\_\_\_\_

Reason for return: \_\_\_\_\_

If needing to make a purchase, please send order with this form with proper payment

Please email this completed form to [mary@spect.com](mailto:mary@spect.com)

Upon receipt of this form Data Spectrum will process your RMA, you will be notified by email the RMA number.

Thank you!