



Warranty Policy





Warranty Statement

Katana warrants to the original purchaser, Distribution Partner or End User Customer ("Customer"), that the LaserSoft system ("Equipment") is free from defects in material and workmanship. However Katana will, without charge, provide the necessary parts to make any necessary repairs or replacement of parts to remedy any defect within **one year or 1000 procedures** (whatever occurs first), provided that Katana is notified in writing of the nature of such defect within **one year or 1000 procedures** (whatever occurs first), following the date of delivery of the Equipment.

Defective parts have to be sent back to Katana within 4 weeks after the receipt of the spare part. Katana reserves the right to charge the full price for non returned defective spare part even during the warranty period. The defective spare parts must be labeled with the failure description, and the serial number of the Equipment they came from.

The foregoing warranty does not cover Equipment, which has been damaged by accident or improper use. Katana does not assume any liability if adaptations are made or accessories attached to the Equipment, which impair or alter the safety status or the normal functioning of the Equipment. Any repair or adjustment by persons not expressly authorized by Katana shall relieve Katana of all obligations. The limited warranty and remedy contained in this paragraph are the only warranty and remedy pertaining to the Equipment.

Katana DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Katana shall in no event be liable for any incidental, consequential or other damages or costs, lost profits or inconvenience occasioned by loss of the use of the Equipment or labor expended by persons not so authorized by Katana.

Extended Warranty Contract

Katana offers to the Customer the option of extending the warranty on their Equipment from **the second year or 1000 procedures per year** (whatever occurs first) from the date of delivery. Some other shorter or longer warranty terms can be negotiated in individual cases.

Katana will extend the initial warranty term of the Katana Equipment to the Customer according to the following schedule:

Years	Price
1	Included with initial Equipment purchase
2	Customer price € 20.000 to be paid annually
3	Customer price € 20.000 to be paid annually
4	Customer price € 20.000 to be paid annually
5	Customer price € 20.000 to be paid annually

The following terms and conditions apply to this extended warranty:

- The Rotation Mirror Group (10100-9112-000) and the UV-generation crystal (10100-8410-000) are included in this extended warranty. If the warranty period for the Rotation Mirror Group (10100-9112-000) and the UV-generation crystal (10100-8410-000) expired the replacement will be made on an





effective replacement/repair cost schedule.

- For Equipment owned by End User Customers only, each year of extended warranty includes at least two service visits to End User Customers which will be provided by Katana (or by the Distribution Partners, in the territories where Katana has a Distribution Partner). If a service visit is not needed during this period a general maintenance visit must be scheduled.
- Purchase of the extended warranty period includes the added benefit that the pump laser diode and the pump laser harmonic generation crystals are covered.
- Extended warranty can only be added while the Equipment is under warranty.
- If purchased as part of initial Equipment purchase order, the original purchaser will receive a 10% discount on the cost of the extended warranty.
- In case the Equipment shall perform more than 1000 procedures per year, a cost per extra procedures scheme can be negotiated.

Accelerated Service Response Contract

€10,000 per system

Katana will normally provide the fastest possible service response. The response time for service response will be based on the complexity of the repair, the time required to procure replacement parts, and other service commitments. Our typical response time is approximately one week. This response time is not guaranteed.

At an additional cost Katana offers to its Customers within Europe an accelerated response for Equipment under warranty. The following terms and conditions apply:

- The accelerated service only covers Equipment which are under warranty, either initial or extended.
- Katana offer next business day response. Business hours are 8:00 am - 6:00 pm (Greenwich mean time + 1h/2h for winter/summer, respectively), Monday-Friday. Katana will provide a service technician, arriving at the Customer' location on the next business day following the service request from the Customer.
- This contract is contingent on the Customer stocking a complete Recommended Spare Parts Kit for the Equipment covered under this contract. Katana will then replace any parts used as replacements under the terms of the initial or extended warranty.
- Katana as part of this contract will provide any parts, which are required but not included in the spare parts kit.
- This contract covers up to four visits during the one-year term. After four visits, each subsequent visit during the one-year term will cost additional € 5000,-.

Non-warranty Service

Katana will continue to provide service support for its Equipment beyond the initial warranty period. In the event the Customer declines to purchase an extended warranty contract, Katana (or the Distribution Partners, in the territories where Katana has a Distribution Partner) agrees to provide service at reasonable and prevailing rates.

Katana will provide non-warranty replacement for any parts for all Equipment, for a price as defined by the Katana Service Products Price List, plus labor cost and associated travel, accommodation and expenses.





The current prices for time and labor, per each visit, is € 5000,-. Non-warranty Service prices for time and labor are subject to change without notice.

Obligations of the Distribution Partner and of Katana

In the territories where Katana has a Distribution Partner, the Distribution Partner agrees to provide service to the local End User Customers as set forth under the terms of a separate Dealer Agreement between Katana and the Distribution Partner.

Obligations of the Distribution Partner

- Distribution Partner is obliged to maintain, at its expense, the necessary employees, inventory and facilities to render such warranty service in its territory actively and effectively. In the event that Distribution Partner's warranty service obligations include Equipment repair, Distribution Partner agrees that Distribution Partner shall use only Katana-approved components, parts and materials to repair or service the Equipment during Katana' Warranty period. Distribution Partner is obliged to assure that at least one (1) technical person(s) shall attend a training seminar at Katana's facility, which may have a duration of a minimum of ten (10) working days, at the times and dates to be determined by both Parties. If Katana determines that additional training is needed, Distribution Partner shall send said technical person(s) for additional training.
- This policy is contingent on the Distribution Partners stocking a complete Recommended Spare Parts Kit for the Equipment covered under warranty contract. Katana will then replace any parts used as replacements under the terms of the initial or extended warranty.
- The Distribution Partner is also required to purchase and maintain all the tools and service Equipment as defined on the Service Tool List
- The Distribution Partner is obliged to respond to End User Customers complaint within one working day and be at the End User Customers site within 48 hours. In case the Distribution Partner service representative cannot solve the problem for whatever reasons, Katana must be informed immediately.
- Distribution Partner shall perform all warranty repair in the Territory at the request and/or under the direction of Katana.
- The Distribution Partner acknowledges that prompt, courteous and professional service to all End User Customers and the fostering and maintenance of good relations with End User Customers are of paramount importance to Katana. Distribution Partner is obliged to use its best efforts to so serve End User Customers.

Obligations of Katana

- Katana as part of this policy, upon initial installation and from time to time as may be reasonably requested by Distribution Partners, shall provide Distributor Partner with training for the proper installation, operation, repair, testing and calibration of the Equipment and any other matters as determined by Katana in Katana sole discretion.
- Katana will provide any parts, which are required but not included in the spare parts kit.
- Katana provides the technical and clinical support to Distribution Partner upon request.
- During the warranty period Katana will charge for time and labor when providing technical support visits





to Distribution Partner, plus travel, accommodation and expenses.

- Katana pays the shipment and freight charges for parts sent to Distribution Partners, Distribution Partners covers the charges for sending the defective parts back. Katana shall pay shipment related expenses.

