



BIOSPHERIX, LLC

ONE-YEAR LIMITED WARRANTY

Except to the extent expressly stated herein, BioSpherix, LLC shall have no liability or obligation under warranty, express or implied, including the implied warranty of merchantability and any implied warranty of fitness for a particular purpose; statutory or otherwise. By purchasing any equipment from BioSpherix, customer acknowledges that this warranty shall constitute customer's exclusive remedy and the sole liability of BioSpherix, LLC to customer, or to any third party.

BioSpherix, LLC (BioSpherix) warrants that all apparatus of its manufacture and sold to customer has been factory inspected and is free from material defects in material and workmanship. And that when such apparatus receives normal use and service, BioSpherix will correct such defects in material and workmanship that occur and are documented and noticed in detail to BioSpherix at its usual business address either by overnight or certified mail, return receipt requested, or by email to BioSpherix, but only if BioSpherix acknowledges by return email its receipt of such email, and in either event, such notice must be made and received by BioSpherix within a twelve (12) month period after the date of delivery to customer. This warranty is limited to the repair, replacement or exchange of parts, subject to the exceptions listed below, which prove defective on examination by BioSpherix. Costs assumed by BioSpherix under this warranty cover only the cost of material and workmanship. This warranty does not cover consumables, labor, travel or other reasonable related expenses. BioSpherix reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in connection with any warranty repairs.

GENERAL CONDITIONS OF WARRANTY

This warranty is only available to customers who have returned to BioSpherix the attached Warranty Registration Card by postal mail or by registering it on-line at www.BioSpherix.com within thirty (30) days after product delivery, and then only where BioSpherix's receipt of such Warranty Registration Card has been acknowledged to customer in writing by mail or email. This warranty shall be void if apparatus, in the sole judgment of BioSpherix, has been subject to misuse, negligence, modification, tampering, disassembly, improper maintenance or repairs, chemical action, accident or operated contrary to those operating procedures recommended by BioSpherix, or if the serial number and/or trademarks have been altered, defaced or removed.

BioSpherix shall not be liable for any delay in performance under this warranty caused by any contingency beyond the control of BioSpherix, including War, government restriction or restraints, strikes, acts of God, or short or reduced supply of raw materials. Costs borne by BioSpherix do not reflect the cost of labor involved; nor will BioSpherix assume the responsibility for payment of same except when expressly consented to in writing.

Determination of whether or not apparatus has been used properly or improperly (thereby voiding any warranty) is solely at the discretion of BioSpherix. BioSpherix reserves the right to inspect any and all equipment or parts of said equipment claimed to be defective prior to authorizing warranty repairs.

All apparatus claimed to be defective and sent to BioSpherix for repairs must be returned freight prepaid. Apparatus that requires on-site evaluation/repair will be quoted on a case-by-case basis.

BioSpherix disclaims all liability to its customers, dealers and all others concerned for special or consequential damages arising out of any circumstances or incident whatsoever, connected with the use, operation, manufacture, sale, handling, repair, maintenance, replacement or any other circumstance connected with the use of said apparatus, including, but not limited to loss of business profits.

This Agreement sets forth the entire understanding of BioSpherix and customer with respect to the subject matter hereof and supersedes any previous understanding, whether oral or written.

This document and the warranty described herein shall be construed in accordance with and governed by the laws of the State of New York without regard to conflicts of law principles. Any dispute concerning this Agreement or the warranty must be brought in the State or Federal Courts located in Oswego County, New York.

✂ ———— cut along the dotted line ———— (Return bottom portion) ———— cut along the dotted line ———— ✂



part of the Breeze Group

**Warranty Registration Card
On Products and Equipment**

Thank you for purchasing your BioSpherix, LLC equipment. To register your warranty for this product, complete the information below within 30 days from the date of delivery. Cut the card at the dotted line and then send it to the address below. You can also register at www.biospherix.com. Thank you for choosing BioSpherix, LLC.

Prefix:	First Name:	Last Name:
Address:	City/State/Zip:	Country:
Telephone:	Email (Will not be disclosed to any third party):	
Product Model Name:	Sales Order Number:	
Serial Number:	Date Purchased:	
Distributor Name:	Distributor City:	Distributor Country:
Signature:	Date:	Job Title:

BioSpherix, LLC Product / Equipment
 BioSpherix LLC
 P.O. Box 279
 25 Union Street, Parish, NY 13131