

WARRANTY TERMS AND CONDITIONS

NOTE:

Considerable effort has been made to ensure that all items and specifications listed in this document are completely accurate and up-to-date at the time of printing. However, Coherent reserves the right to change any information provided in this list at any time and without notification, and declines responsibility for typographical and other errors that may occur in the preparation of this document.

1. PRICE

All prices listed are U.S. dollars, F.O.B. shipping point U.S.A. factory, unless otherwise agreed. Price and product information in this Price List was current at the time the Price List was approved for printing. In a continuing effort to provide the finest equipment available, Coherent, Inc., hereafter referred to as "Coherent", reserves the right to change specifications, models or prices without notice and without liability for such changes. Where price or specification changes have occurred, prices and specifications prevailing at time of acceptance of your order will apply. Quantity discounts are available on orders of five (5) or more laser systems with identical configurations.

2. QUOTATIONS (PRO FORMA INVOICES)

Upon request, Coherent will provide written quotations. Such quotations or Pro Forma Invoices on an F.O.B., F.A.S., C.&F. or C.I.F. basis are available upon request from your local representative or from our main office at 5100 Patrick Henry Drive, Santa Clara, CA 95054. All quotations are valid for thirty (30) days from date issued, unless otherwise specified on the quotation.

3. PAYMENT TERMS

All sales are subject to credit approval. Normal payment terms are net thirty (30) days from the date of shipment. Coherent reserves the right to require alternative payment terms.

4. RETURNS AND CANCELLATIONS

Return of Merchandise. Discrepancies should be reported within thirty (30) days of receipt of shipment. No returns will be accepted unless a Return Material Authorization (RMA) number has been obtained from our Order Administration Department of the respective division. Return goods are to be pre-paid to Coherent. Coherent will pay shipping back to customers' site.

Cancellations. Any order for standard products in this price list accepted by Coherent and cancelled by the customer prior to shipment shall be subject to a cancellation charge of fifteen percent (15%) of the order value to cover costs of processing and order handling. Cancellation thereof within thirty (30) days after shipment shall be subject to a cancellation and restocking charge of thirty percent (30%) of the order value for products which have not been installed. No other orders may be cancelled except by mutual agreement in writing. No order for non-standard products may be cancelled by a customer except by mutual agreement in writing.

Parts Returned for Credit. A used part returned to Coherent for credit towards the purchase of a new part shall become property of Coherent upon receipt of the new part. Parts are to be returned pre-paid to Coherent in Santa Clara.

5. CONDITIONS OF WARRANTY

On-site warranty services are provided only at the installation point within North America. If products eligible for on-site warranty and installation services are moved from the original installation point, the warranty will remain in effect only if the Buyer purchases additional inspection or installation services at the new site. No warranty coverage is provided for systems outside North America unless purchaser pays Coherent international prices.

For warranty service outside North America requiring return of any product to Coherent, the products must be returned to a service facility designated by Coherent. The Buyer shall prepay shipping charges and shall pay any taxes and duties for products returned to Coherent for warranty service.

Coherent shall pay for return of all products to the Buyer, except where the Buyer is located in a country different from that of the Coherent Service Center. Installation and warranty service outside the United States are included in Coherent's price only if the Buyer pays Coherent international prices.

All laser parts replaced under warranty shall become the property of Coherent and must be returned to Coherent, Inc., 5100 Patrick Henry Drive, Santa Clara, CA 95054, or to a facility designated by Coherent. All laser plasma tubes must be packed carefully in the shipping containers provided by Coherent prior to returning them to the factory.

6. ION LASER WARRANTY

The Terms and Conditions listed below for Ion laser systems cover the standard warranty. The standard warranty is included in prices listed for Ion laser systems. If desired, the standard warranty can be modified to more exactly meet the needs of a particular customer. Contact our Santa Clara office for information on warranty modifications.

INNOVA® Ion Laser Systems

INNOVA Ion laser systems are warranted for parts and labor for a period of:

- INNOVA Enterprise™ – Twelve (12) months or 2000 hours

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- INNOVA Models 310, and all INNOVA Sabre® TSM (Tunable Sealed Mirror) Models. Twenty-four (24) months or 3000 hours
- All other INNOVA Models, except lasers sold for entertainment applications. Eighteen (18) months or 2000 hours

whichever occurs first, to conform to Coherent's published specifications and be free from defects in materials and workmanship. Travel time and travel costs for on-site service are included during the first ninety (90) days of the warranty period. For systems that do not include installation in the purchase price (code "C"), warranty begins from date of shipment. For systems that include installation (code "A"), warranty begins at date of installation or thirty (30) days from date of shipment, whichever occurs first. Lasers sold for entertainment and industrial applications are covered by a separate warranty; contact your Coherent representative for details.

INNOVA Series V™ Plasma Tubes

Series V replacement plasma tubes are warranted for parts and labor for a period equal to that of the original standard warranty on the laser system (see above under "INNOVA Ion Laser Systems"). Travel time and travel costs for on-site service are included during the first ninety (90) days of the warranty period. Tube warranty begins from date of installation, or thirty (30) days from date of shipment, whichever occurs first.

Productivity Plus™ Service Agreements

Agreements are available to cover most Coherent INNOVA® Ion Laser Systems. Productivity Plus Service Agreement coverage includes labor, zone-travel charges, and replacement parts, including the tube, but does not include the BBO crystal for INNOVA FRED™ laser systems. Coverage does not include consumable items. Productivity Plus agreements may be purchased at any time provided the system is currently under its original warranty or covered under an existing Productivity Plus agreement.

7. SOLID-STATE LASERS WARRANTY

Coherent warrants to the original purchaser (the Buyer) only that the Mira 900 (a) conforms to Coherent's published specifications, and (b) is free from defects in materials and workmanship.

New systems have a warranty of thirteen (13) months from date of shipment, or twelve (12) months from date of installation, whichever occurs first. Travel time and travel costs for on-site service are included during the first ninety (90) days of the warranty period.

Non-linear Crystals

The KTP, LBO and BBO crystals are considered consumable items. Localized deterioration or failure may occur during normal use, and is not covered by warranty or Productivity Plus Service Agreement.

Productivity Plus™ Service Agreements

Agreements are available to cover all Coherent Mira Laser Systems. Productivity Plus Service Agreement coverage includes labor, zone-travel charges, and replacement parts, including the Nd:YAG or Nd:YLF rods. Coverage does not include consumable items such as, but not limited to lamps, crystals, dyes, filters, or solvents. Productivity Plus Agreements may be purchased at any time provided the system is currently under its original warranty or covered under an existing Productivity Plus Agreement.

8. TUNABLE LASERS WARRANTY

Tunable laser systems are warranted to conform to Coherent's published specifications and to be free from defects in materials and workmanship for a period of twelve (12) months. This warranty covers parts and labor. Travel time and travel costs for on-site service are included during the first ninety (90) days of the warranty period. For systems that include installation in the purchase price (code "A"), this warranty begins at installation or thirty (30) days from shipment, whichever occurs first. For systems which do not include installation (code "C"), this warranty begins at date of shipment.

9. DIODE-PUMPED, SOLID-STATE LASERS WARRANTY

Coherent warrants Diode-Pumped Solid-State laser systems to the original purchaser (the Buyer) only, that the laser system, that is the subject of this sale, (a) conforms to Coherent's published specifications and (b) is free from defects in materials and workmanship.

Laser systems are warranted to conform to Coherent's published specifications and to be free from defects in materials and workmanship for a period of twelve (12) months or 5000 hours of operation, whichever occurs first.

10. DIAMOND™ CO₂ LASER WARRANTY

DIAMOND CO₂ laser systems come with a warranty of fifteen (15) months [twelve (12) months installation plus three (3) months integration time] from shipment from Santa Clara. Coherent warrants that the laser system and/or components (a) conforms to Coherent's guaranteed specifications and (b) is free from defects in materials and workmanship.

11. OPTICAL PRODUCTS WARRANTY

Coherent optical products are warranted to be free of defects in materials and workmanship. Discrepancies must be reported to Coherent within thirty (30) days of receipt, and returned to Coherent within ninety (90) days. Adjustment is limited to replacement, refund, or repair at Coherent's option.

KTP, LBO and BBO Crystals

During system installation, a Coherent service engineer and the Buyer will visually inspect the crystal to ensure that it is not defective. The service engineer

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will then note on the Service Report that the crystal is good and that the Buyer has accepted it. Once the Buyer has signed the Service Report, no further warranty claims on the crystal may be made.

12. OTHER PRODUCTS WARRANTY

Other products not specifically listed above, excluding diode-pumped, solid-state products, are warranted to a) conform to Coherent's published specifications and b) be free from defects in materials and workmanship. This warranty covers parts and labor and is for a period of twelve (12) months from date of shipment from F.O.B. point.

13. RESPONSIBILITIES OF THE BUYER

The Buyer is responsible for providing appropriate utilities and an operating environment as outlined in the product literature and/or preinstallation manual. Damage to the laser systems caused by failure of the Buyer's utilities or failure to maintain an appropriate operating environment is solely the responsibility of the Buyer and is specifically excluded from any warranty, warranty extension, or service agreement.

The Buyer is responsible for prompt notification to Coherent of any claims made under warranty. In no event will Coherent be responsible for warranty claims made later than seven (7) days after expiration of warranty.

14. LIMITATIONS OF WARRANTY

The foregoing warranty shall not apply to defects resulting from any of the following:

- Components and accessories manufactured by companies other than Coherent, which have separate warranties
- Improper or inadequate maintenance by the Buyer
- Buyer-supplied interfacing
- Operation outside the environmental specifications of the product
- Improper site preparation and maintenance
- Unauthorized modification or misuse
- Opening the pump laser head housing

Coherent assumes no liability for customer-supplied material. The obligations of Coherent are limited to repairing or replacing, without charge, equipment that proves to be defective during the warranty period. Replacement tubes and sub-assemblies may contain reconditioned parts. Repaired or replaced parts are warranted for the duration of the original warranty period only. The warranty on parts, except tubes, purchased after expiration of system warranty is ninety

(90) days. Our warranty does not cover damages due to misuse, negligence or accidents, or damages due to installations, repairs or adjustments not specifically authorized by Coherent.

Warranty applies only to the original purchaser at the initial installation point in the country of purchase, unless otherwise specified in the sales contract. Warranty is transferable to another location or to another customer only by special agreement which will include additional inspection or installation at the new site. Coherent disclaims any responsibility to provide product warranty, technical or service support to a customer that acquires products from someone other than Coherent or an authorized representative. This includes any third party tube refurbishment provided in order to upgrade or maintain the operation of the system.

THIS WARRANTY IS EXCLUSIVE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, OR IMPLIED, AND DOES NOT COVER INCIDENTAL OR CONSEQUENTIAL LOSS. COHERENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. GOULD/PATLEX PATENTS:

Coherent will hold the Buyer harmless for any claim that the design or manufacture of the standard product furnished hereunder constitutes infringement of U.S. patents Nos. 4,053,845; 4,704,583; and 4,746,201. In addition, Coherent will hold the Buyer harmless for any claim that the use of the standard product furnished hereunder constitutes infringement of U.S. Patent No. 4,161,436, except if the product is used to manufacture or master laser discs, compact discs, laser memories, or similar products on which the standard product is used to record sound, visual matter, or data. Coherent shall not have any liability to the Buyer for any claim that the use of the standard product constitutes patent infringement with respect to U.S. Patent 4,161,436, to the extent that claim is based upon parts, equipment or devices added to the standard product not supplied by Coherent. These rights granted hereunder are limited solely to the patents enumerated herein.

16. STANDARD TERMS TO GOVERN

The terms and conditions set forth in any Coherent Order Acknowledgment shall govern over any conflicting terms set forth herein or in customer's purchase order.