

NORTHSHORE HANDPIECE REPAIR – LIMITED WARRANTY

Thank you for choosing Northshore Handpiece Repair (“NHR”). We stand behind the work we perform and want you to understand exactly what our warranty covers.

1. What Our Limited Warranty Covers

Northshore Handpiece Repair’s Limited Warranty covers **only covered failures** for:

- The **specific part(s)** we placed during your repair; and
- The **labor and workmanship** involved in installing those parts.

“**Covered Failure**” means a malfunction caused **solely** by a defect in those NHR-installed replacement part(s) or NHR’s workmanship **when the handpiece is used normally and in accordance with manufacturer instructions. Normal wear, routine adjustments, and maintenance** are not covered unless expressly stated on your pricing sheet or invoice.

Warranty Period. The warranty period **begins on the invoice date** and lasts for the **number of calendar days listed** on your invoice or our then-current pricing sheet (e.g., 365 days = 1 year; 183 days = 6 months; 92 days = 3 months). **UNDER NO CIRCUMSTANCES WILL THE WARRANTY EXCEED ONE (1) YEAR.** If no period is listed, no warranty is provided on that service.

Specific Handpiece Only. NHR’s Limited Warranty applies **only to the exact handpiece we repaired** identified by serial number. If the serial number is missing or unreadable at the time of the claim, then the handpiece is **not** eligible for warranty coverage, unless NHR’s internal service records clearly establish that the handpiece is the one repaired by NHR.

No Extension. Performing warranty service **does not restart or extend** the original warranty period. The original end date still applies.

2. How to Submit a Warranty Claim

Warranty claim process and shipping: To request warranty service, Customer should complete an order form. Customer must indicate warranty service on the order form. The handpiece must be postmarked within the warranty period. If inspection shows the failure is not covered, Customer will be responsible for diagnostic fees (if any), repair charges, and return shipping. If a warranty claim is approved after inspection, NHR will cover standard shipping to and from our shop. Expedited shipping, special handling, and international shipping (if applicable) are the Customer’s responsibility unless agreed in writing, and shipping damage caused by inadequate packaging is not covered. Warranty eligibility is determined after inspection; we may document findings (including photos) and will provide a brief explanation if a claim is denied, with determinations made in our reasonable discretion based on the condition of the handpiece and results of the inspection.

3. When a Warranty Claim is Void

This Limited Warranty is void if the handpiece has been misused, abused, neglected, altered, operated outside manufacturer specifications, or serviced by anyone other than NHR. Without limiting the foregoing, the warranty is void if there is any attempt to open or disassemble the

handpiece, including removing any housing/cap, accessing internal components, breaking a tamper seal, or attempting internal adjustments or repairs. The warranty is also void if burs are used with the bur extended rather than fully seated in the spindle assembly; if the handpiece is dropped or shows impact damage (including visible exterior denting); or if manufacturer lubrication and maintenance instructions are not followed. NHR may rely on objective indicators (e.g., impact marks, runout measurements, contamination) during inspection.

4. Exclusive Remedy; Limitation of Liability

EXCLUSIVE REMEDY. Customer's **exclusive remedy** under this Limited Warranty is, at NHR's option, **(a) repair** of the covered replacement part(s) and associated labor, or **(b) replacement** of the covered replacement part(s) and associated labor. NHR may use new or refurbished parts of like kind and quality.

FAILURE OF ESSENTIAL PURPOSE. If the above remedy **fails of its essential purpose** after NHR has had a **reasonable opportunity** to repair or replace, Customer may pursue other remedies **available under applicable law, PROVIDED THAT the limitations and exclusions of damages below shall continue to apply to the maximum extent permitted.**

DAMAGES LIMITATION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NHR'S **TOTAL LIABILITY** RELATING TO ANY WARRANTY CLAIM **WILL NOT EXCEED THE AMOUNT CUSTOMER PAID FOR THE SPECIFIC REPAIR/SERVICE ON THE APPLICABLE INVOICE.**

NO INCIDENTAL OR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NHR **WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DOWNTIME, LOST PROFITS, LOST REVENUE, OR RENTAL/LOANER COSTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES IS INDEPENDENT OF AND SHALL SURVIVE ANY FAILURE OF THE EXCLUSIVE REMEDY**

5. Disclaimer of Implied Warranties

BUSINESS/COMMERCIAL USE ONLY. This Limited Warranty is offered exclusively to business customers for commercial use. It does not apply to sales of consumer products to individuals for personal, family, or household use.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, **NHR DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO REPLACEMENT PARTS PROVIDED (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY AND FOR THE DURATION OF THE APPLICABLE WARRANTY PERIOD SPECIFIED ABOVE.** There are no warranties that extend beyond those expressly stated herein. This disclaimer does not limit any implied warranties that cannot be disclaimed under applicable law.

6. Dispute Resolution; Choice of Law

Governing Law. This Limited Warranty is governed by the laws of the State of Indiana, without regard to conflict-of-laws rules

Good-Faith Resolution Period. Before commencing arbitration, the parties shall engage in a 30-day good-faith negotiation period, which may include evaluating non-binding mediation.

Arbitration; Rules; Venue. Any dispute arising out of or relating to a warranty claim (approved or denied) shall be resolved by binding arbitration administered by JAMS under the JAMS Comprehensive Arbitration Rules (or Streamlined Rules if applicable to the amount in controversy) in effect at the time, before a neutral arbitrator. If the parties cannot agree on an arbitrator within 30 days, JAMS will appoint one. The arbitration will take place in Hamilton County, Indiana.

Fees and Costs. The arbitrator may award the prevailing party its reasonable attorneys' fees and expenses, to the extent permitted by applicable law.

7. Miscellaneous

Entire Agreement. This Limited Warranty, together with your invoice and applicable pricing sheet referenced herein, is the entire agreement regarding warranty coverage and supersedes all prior or contemporaneous communications on that subject.

Severability. If any provision is found unenforceable, it will be severed, and the remainder of the agreement will continue in full force and effect.

No Assignment. Warranty rights are non-transferable and apply only to the Customer named on the invoice.