

UNIVERSAL LASER SYSTEMS INC.

16008 North 81st. Street
Scottsdale, Arizona 85260
TEL: 480-483-1214 FAX: 480-483-5620

12/17/07
University of Stanford
Dept of Mechanical Engineering
Building 610
Mark Cutkosky

Laser System Quotation

X2-660 Platform Description

Laser Engraving and Cutting Platform with 18 x 32 inch engraving/cutting field, standard 2.0" focal length lens, motorized Z-axis adjustment, auto focus, X-Y beam positioning system with RACER™ motion technology, self-adjusting spring loaded sealed bearings, stationary processing table, Multi-beam Combiner™ and Quick Change Laser Cartridge(s)™, shielded optical components, interchangeable focusing optics, flash upgradeable electronics, job complete indicator, system status indicator, relocatable origin, enhanced vector cutting and rubber stamp mode. Tool-free Rapid Reconfiguration Capability™ from 25 to 120 watts. Accommodates up to 2 laser cartridges in any power combination. Platform conforms to CDRH Class 1 safety enclosure for CO₂ laser beam. Class IIIa for red laser pointer.

Quick Change™ Laser Cartridge Description

60 watt patented, air-cooled CO₂ laser cartridge with integrated red dot pointer, cross platform compatibility (can be used on any Universal Laser Systems Platform), Permalign™ no alignment installation for easy upgradeability.

X2-660 Platform List Price	\$ 23,700.00
60 watt Laser Cartridge List Price	\$ 12,600.00
60 watt Laser Cartridge List Price	\$ 12,600.00
Special Promotional June Discount-- Double your power	\$ (12,600.00)
Total 120 watt X2-660 System Price	\$ 36,300.00

<u>Options</u>		Select Option(s)
High Torque Rotary Fixture	\$ 1,450.00	<input checked="" type="checkbox"/>
Honeycomb Cutting Table	\$ 1,340.00	<input checked="" type="checkbox"/>
Dual Head	\$ 1,650.00	<input type="checkbox"/>
Additional Focusing Lens Kit (1.5", 2.0", 2.5", 4.0")	\$ 498.00	<input type="checkbox"/>
High Power Density Focusing Optics	\$ 2,650.00	<input type="checkbox"/>
Coaxial Air Assist w/ Optics Protection, Standard	\$ 1,250.00	<input checked="" type="checkbox"/>
Coaxial Air Assist w/ Optics Protection, Computer Controlled	\$ 2,200.00	<input type="checkbox"/>
One Day Onsite Software Install and Training	\$ N/C	
Special Promotional End of Month Discount-- Free Cutting Table	\$ (1,340.00)	
Total 120 watt X2-660 System and Options Price	\$ 39,000.00	

Facility Requirements

Electrical Power

Single Phase, 208/220 VAC, 50/60 Hz, 8 amp

Exhaust

External exhausting required
(call factory for blower recommendations)

Delivery and Shipment

Shipment can be made on or before 3-4 weeks after receipt of order. All shipments are FOB Scottsdale, Arizona unless otherwise noted. Shipping estimates will be faxed for customer approval approximately one week prior to machine availability.

Terms (See attached Terms & Conditions statement for full details)

This Laser System Quotation constitutes an offer to sell the Products listed above to Customer in accordance with the Universal Laser Systems, Inc. Terms and Conditions of Sale printed on page 4 of this Quotation. **Customer's acceptance of the offer per Quotation is expressly limited to the Terms and Conditions of Sale printed on page 3 hereof.**

This Quotation shall be valid upon receipt and, unless earlier revoked by Universal Laser Systems, Inc., shall remain in effect for three (3) days from the date set forth above, at which time it shall automatically expire.

25% down payment required within 7 days of purchase order placement. Balance due prior to shipment. If leasing, please inform us of the source. Wire transfer or irrevocable letter of credit confirmed by US bank is acceptable. All payments must be in US Dollars. Wire transfer funds to the following:

J.P. Morgan Chase Bank, Phoenix, Arizona
ABA Routing: 122100024
For Credit to: Universal Laser Systems, Inc.
Account Number: 2924-0569
Swift Code: CHASUS33

Warranty (See attached warranty statement for full details)

Platform - Twelve months full coverage warranty on all platform components.

Quick Change™ Laser Cartridge - Twenty-four months full coverage warranty on all laser cartridge components.

Additional warranty coverage available.

Thank you for your interest in Universal Laser Systems Inc. We are looking forward to a long-term relationship with you. If you have any further questions, please call me at 800-859-7033.

Sincerely,

Frank Cuzzolina	Date	Customer Signature
		Date

To place order – please sign page 2 and fax all pages of this quotation to:

480-483-5620

ATTN: Sales Department

Terms and Conditions of Sale

1. Definitions.

- a. "ULS" shall mean Universal Laser Systems, Inc., an Arizona corporation.
- b. "Quotation" shall mean the pages of the ULS Quotation together with these Terms and Conditions of Sale and the Universal Laser Systems Limited Warranty attached hereto.
- c. "Products" shall mean the laser system products described in the Quotation.
- d. "Contract Price" shall mean the aggregate purchase price for the Products, as set forth in the Quotation.
- e. "Customer" shall mean the party identified as such in the Quotation and refers only to the original purchaser of the Products.

2. Scope.

a. CUSTOMER'S ACCEPTANCE OF THIS QUOTATION IS EXPRESSLY LIMITED TO THESE TERMS AND CONDITIONS OF SALE. ANY ADDITIONAL AND/OR CONFLICTING TERMS AND CONDITIONS IN ANY PURCHASE ORDER, ACKNOWLEDGEMENT OR OTHER DOCUMENT ISSUED OR PROVIDED BY CUSTOMER ARE HEREBY SPECIFICALLY REJECTED UNLESS EXPRESSLY ACCEPTED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF ULS. In the absence of Customer's written acceptance or acknowledgement of this Quotation, Customer's payment of all or any part of the Contract Price shall constitute Customer's acceptance of this Quotation.

b. This Quotation constitutes the entire agreement between the parties relating to the sale and delivery of the Products to Customer and supersedes all prior and contemporaneous agreements and understandings not incorporated herein by reference, whether written or oral, express or implied.

3. Payment Terms. Customer shall pay the Contract Price to ULS as follows: (i) twenty-five percent (25%) of the Contract Price shall be due and payable within seven (7) days of Customer's written acceptance or acknowledgement of this Quotation; (ii) the balance of the Contract Price shall be due and payable prior to shipment of the Products. Interest shall accrue on any amounts not timely paid by Customer at a rate equal to the lesser of (i) one and one-half percent (1 1/2%) per month, and (ii) the maximum rate permitted by applicable law. Customer shall notify ULS in writing of the name and contact information of the lessor if the Products are being leased by Customer. ULS may change the terms of payment and/or credit at any time, upon written notice to Customer. In the event that any proceeding is brought by or against Customer under any bankruptcy or insolvency law, ULS shall be entitled to ship any order to Customer C.O.D. or cancel any outstanding order and receive reimbursement from Customer for all costs and expenses incurred by ULS in connection with such cancellation.

4. Taxes. The Contract Price is exclusive of any present or future sales, transaction privilege, revenue and excise taxes, import duties and other taxes and fees applicable to the Products or the manufacture or sale thereof. To the extent applicable, such taxes and fees shall be invoiced to and paid by Customer unless Customer timely provides ULS with a valid tax exemption certificate.

5. Delivery; Title; Risk of Loss. All Products shall be delivered F.O.B. ULS' facility in Scottsdale, Arizona, freight collect, and Customer shall be responsible for all shipping, insurance, delivery and related transportation charges. Customer shall notify ULS or shipper in writing in advance if a liftgate is needed. The estimated shipment date for the Products is set forth on page 1 of this Quotation. Title to the Products shall pass to Customer upon the later of (i) delivery of such Products to Customer, and (ii) ULS' receipt from Customer of payment in full for such Products. ULS' liability as to risk of loss of the Products shall cease upon ULS' delivery of the Products, in saleable condition, to the carrier at the shipping point. In the absence of specific instructions from Customer, ULS may exercise its own discretion as to the method of shipment to be used. Freight quotes are faxed to Customer approximately one week prior to shipment of the Products, or earlier upon Customer's written request.

6. Acceptance; Rejection; Revocation. Customer's right to reject nonconforming Products shall terminate ten (10) business days after Customer's receipt of the Products. If, within such time period, Customer fails to notify ULS in writing of its rejection of nonconforming Products and the reasons therefor, Customer shall be deemed to have accepted such Products. Customer shall have the right to revoke acceptance of nonconforming Products only if (i) the nonconformity substantially impairs the value of the Products to Customer, (ii) the nonconformity was neither discovered nor reasonably discoverable prior to Customer's acceptance of the Products, and (iii) Customer notifies ULS in writing of the nonconformity within five (5) business days after the date the nonconformity is discovered or was first reasonably discoverable. The parties agree that the time periods set forth in this Section 6 for rejection and revocation of acceptance are reasonable.

7. Security Interest. If the Contract Price is not paid in full prior to delivery of the Products to Customer, Customer agrees to grant to ULS a purchase money security interest in the Products. Such security interest shall take effect as of the date of delivery of the Products and shall remain in effect until Customer's payment in full of the Contract Price. Customer agrees (i) that ULS is authorized to file and record financing statements as necessary to perfect such security interest, and (ii) to take all actions reasonably requested by ULS to evidence and perfect such security interest.

8. Excusable Delay. ULS shall not be liable to Customer for nonperformance or delays in its performance under this Quotation due to causes beyond its reasonable control including, without limitation, acts of God, wars, riots, terrorist attacks, strikes or other labor disputes, fires, storms, floods, earthquakes, shortages of labor or materials, production difficulties, transportation embargoes and acts of any government or agency thereof. ULS shall notify Customer in writing of any such event or circumstance within a reasonable period after becoming aware of it.

9. Limited Warranty; Disclaimer; Limitation of Liability. All warranties pertaining to the Products are as set forth in the Universal Laser System Limited Warranty attached hereto. EXCEPT AS SET FORTH IN THE UNIVERSAL LASER SYSTEMS LIMITED WARRANTY ATTACHED HERETO, ULS IS PROVIDING THE PRODUCTS TO CUSTOMER "AS IS" AND ULS SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF ULS TO CUSTOMER IN CONNECTION WITH THE PRODUCTS IS LIMITED AS SET FORTH IN THE UNIVERSAL LASER SYSTEMS LIMITED WARRANTY ATTACHED HERETO. WARNING: **UNIVERSAL LASER SYSTEMS PRODUCTS ARE NOT DESIGNED, TESTED, INTENDED OR AUTHORIZED FOR USE IN ANY MEDICAL APPLICATIONS, SURGICAL APPLICATIONS, MEDICAL DEVICE MANUFACTURING, OR ANY SIMILAR PROCEDURE OR PROCESS REQUIRING APPROVAL, TESTING, OR CERTIFICATION BY THE UNITED STATES FOOD AND DRUG ADMINISTRATION OR OTHER SIMILAR GOVERNMENTAL ENTITIES.** SHOULD THE BUYER USE UNIVERSAL LASER SYSTEMS PRODUCTS FOR ANY SUCH UNINTENDED OR UNAUTHORIZED APPLICATION, ALL WARRANTIES REGARDING THE UNIVERSAL LASER SYSTEMS PRODUCTS SHALL BE NULL AND VOID. FURTHER, THE BUYER SHALL HAVE NO REMEDY AGAINST UNIVERSAL LASER SYSTEMS AND ITS OFFICERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES AND DISTRIBUTORS FOR, AND THE BUYER SHALL INDEMNIFY AND HOLD THOSE PARTIES HARMLESS AGAINST, ANY AND ALL CLAIMS, COSTS, DAMAGES, EXPENSES AND REASONABLE ATTORNEY FEES ARISING OUT OF, DIRECTLY OR INDIRECTLY, ANY CLAIM ASSOCIATED WITH SUCH UNINTENDED OR UNAUTHORIZED USE, INCLUDING BUT NOT LIMITED TO ANY CLAIM BASED ON WARRANTY (EXPRESS OR IMPLIED), CONTRACT, TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE), STRICT LIABILITY, PATENT OR COPYRIGHT INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY.

10. Indemnity. Customer shall indemnify and defend ULS from and against any and all claims, damages losses and liabilities (including, without limitation, attorneys' fees) ("Losses") arising from or relating to (i) Customer's use or treatment of the Products in a manner other than as contemplated by ULS-provided operating instructions, or (ii) any service of, or modification to, the Products that is not performed by ULS or an authorized representative of ULS; provided, however, that Customer's indemnity obligations under this Section 10 shall not extend to Losses that are directly attributable to ULS' gross negligence or willful misconduct.

11. Waiver of Additional Remedies. Customer hereby waives, to the fullest extent permitted by applicable law, any right and remedies available to it under Article 2 of the Uniform Commercial Code, except to the extent that such rights and remedies are specifically set forth in this Quotation.

12. Governing Law; Venue; Jurisdiction. This Quotation shall be governed by and construed in accordance with the laws of the State of Arizona. Customer agrees that, at ULS' election, all actions and proceedings arising in connection with this Quotation or the parties' respective rights and obligations thereunder shall be litigated in courts hereby consents to the jurisdiction of any state or federal court located in Maricopa County, Arizona. Customer submits to the personal jurisdiction of any state or federal court located in Maricopa County, Arizona.

13. Notices and Payments. All notices and other communications permitted or required to be given hereunder shall be in writing and sent to the address of the applicable party specified on page 1 of this Quotation via fax, with a copy also sent (i) hand-delivery, (ii) expedited delivery service, or (iii) certified mail, each with proof of delivery. All payments to ULS shall be delivered to the address specified on page 1 of this Quotation. All notices, communications and payments shall be deemed given when received. Either party may, from time to time, specify a different address for receipt of notices, communications and payments.

14. Binding Agreement; Assignment; Modification. This Quotation shall be binding upon and enforceable by the parties and their respective successors and permitted assigns. Customer shall not assign any of its rights, or delegate any of its obligations, under this Quotation without the prior, written consent of ULS. No modification of any part of this Quotation shall be binding upon the parties unless evidenced in writing and signed by their respective authorized representatives.

15. Waiver. No waiver of any provision of, or default under, this Quotation or failure to insist on strict performance under this Quotation shall affect the right of either party to enforce such provision or to exercise any right or remedy in the event of any other default.

16. Severability. If any portion of this Quotation is declared unenforceable, such declaration shall not affect the enforceability of the remainder of this Quotation. If the scope of any obligation is too broad to permit enforcement to its full extent, such obligation shall be enforced to the maximum extent permitted by law.

17. Survival. The provisions of Sections 3, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of this Quotation shall survive Customer's receipt of the Products and payment therefor.

Universal Laser Systems Limited Warranty (Domestic, Laser System Platform)

Universal Laser Systems, Inc. ("ULS") warrants that the laser system platform manufactured by ULS (the "Platform") will be free from defects in material and workmanship under normal and proper use and service for a period of twelve (12) months from the date of shipment of the Platform by ULS (the "Warranty Period"). This Limited Warranty does not extend to the laser source incorporated in the Platform, which may be covered by a separate manufacturer's warranty.

This Limited Warranty applies only to the Platform, extends only to the original purchaser (the "Customer") and terminates upon the earlier of (i) the transfer of the Platform to any other person or entity, or (ii) the end of the Warranty Period. If the Platform or any part of the Platform is or becomes defective during the Warranty Period, ULS will, at its option, either (i) repair or replace the Platform or the defective part at no additional charge to the Customer, or (ii) refund the purchase price paid by the Customer for the Platform. If ULS elects to repair the Platform or defective part, ULS will, at its option, either (i) direct the Customer to return the Platform or defective part to ULS, repair the Platform or defective part upon its return to ULS and return the repaired Platform or part to the Customer, or (ii) repair, or arrange for the repair of, the Platform or defective part on-site at the Customer's facility.

To exercise this Limited Warranty, the Customer must notify ULS of the defect in writing before the end of the Warranty Period. Any Platform, or part of a Platform, repaired or replaced by ULS pursuant to this Limited Warranty shall be warranted by ULS only through the end of the original Warranty Period in accordance with the terms and conditions set forth in this Limited Warranty.

This Limited Warranty does not extend to any Platform, or to any part of a Platform, that has been damaged or destroyed if such damage or destruction is attributable, in whole or in part, to the act or omission of any person or entity other than ULS or any other cause outside the control of ULS including, without limitation, lack of supervision of use, accident, misuse, abuse (including, without limitation, incorrect voltages, power surges, fires, improper or insufficient ventilation, failure to follow ULS-provided operating instructions, and "acts of God") and service or modification of the Platform by a person or entity other than ULS or an authorized representative of ULS. This Limited Warranty does not extend to parts or components of the Platform that are not installed by ULS, an authorized representative of ULS or in a manner not approved in writing by ULS. This Limited Warranty does not apply to any failure of the Platform to perform that is caused by or otherwise attributable to the incompatibility of any third-party software used in connection with the Platform or the laser source.

EXCEPT FOR THE WARRANTIES SET FORTH IN THIS LIMITED WARRANTY, ULS IS PROVIDING THE PLATFORM "AS IS," AND ULS SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE PLATFORM INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WARNING: UNIVERSAL LASER SYSTEMS PRODUCTS ARE NOT DESIGNED, TESTED, INTENDED OR AUTHORIZED FOR USE IN ANY MEDICAL APPLICATIONS, SURGICAL APPLICATIONS, MEDICAL DEVICE MANUFACTURING, OR ANY SIMILAR PROCEDURE OR PROCESS REQUIRING APPROVAL, TESTING, OR CERTIFICATION BY THE UNITED STATES FOOD AND DRUG ADMINISTRATION OR OTHER SIMILAR GOVERNMENTAL ENTITIES.

SHOULD THE BUYER USE UNIVERSAL LASER SYSTEMS PRODUCTS FOR ANY SUCH UNINTENDED OR UNAUTHORIZED APPLICATION, ALL WARRANTIES REGARDING THE UNIVERSAL LASER SYSTEMS PRODUCTS SHALL BE NULL AND VOID. FURTHER, THE BUYER SHALL HAVE NO REMEDY AGAINST UNIVERSAL LASER SYSTEMS AND ITS OFFICERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES AND DISTRIBUTORS FOR, AND THE BUYER SHALL INDEMNIFY AND HOLD THOSE PARTIES HARMLESS AGAINST, ANY AND ALL CLAIMS, COSTS, DAMAGES, EXPENSES AND REASONABLE ATTORNEY FEES ARISING OUT OF, DIRECTLY OR INDIRECTLY, ANY CLAIM ASSOCIATED WITH SUCH UNINTENDED OR UNAUTHORIZED USE, INCLUDING BUT NOT LIMITED TO ANY CLAIM BASED ON WARRANTY (EXPRESS OR IMPLIED), CONTRACT, TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE), STRICT LIABILITY, PATENT OR COPYRIGHT INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY.

Because some states do not permit certain warranty disclaimers or limitations on the duration of an implied warranty, some or all of the disclaimers or limitations set forth above may not apply. This Limited Warranty grants the Customer specific legal rights. The Customer may also have other legal rights, which vary from state to state.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF ULS, AND THE EXCLUSIVE AND SOLE REMEDY OF THE CUSTOMER, FOR ALL CLAIMS, LOSSES AND DAMAGES OF ANY NATURE RELATED TO THE PLATFORM, INCLUDING ANY CAUSE OF ACTION BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, PATENT OR COPYRIGHT INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY SHALL BE LIMITED TO THIS LIMITED WARRANTY. IN NO EVENT SHALL UNIVERSAL'S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PLATFORM.

IN NO EVENT WILL ULS BE LIABLE FOR ANY LOSSES OR DAMAGES CAUSED, IN WHOLE OR IN PART, BY THE CUSTOMER OR ANY THIRD PARTY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES INCURRED BY ANY PERSON OR ENTITY, INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSS, PHYSICAL INJURY AND LOST REVENUE, PROFITS AND SAVINGS, EVEN IF ULS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS OR IF ANY OF THE WARRANTY LIMITATIONS SET FORTH ABOVE ARE HELD INVALID OR UNENFORCEABLE.

IN NO EVENT WILL ULS BE LIABLE FOR ANY CLAIM BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR SHOULD REASONABLY HAVE BEEN DISCOVERED.

Because some states do not permit the exclusion or limitation of liability for consequential or incidental damages, some or all of the limitations and exclusions set forth above may not apply.

Effective for Platforms shipped by ULS on or after March 15, 2000

Universal Laser Systems Limited Warranty (Domestic, Laser Source)

Universal Laser Systems, Inc. ("ULS") warrants that the laser source manufactured by ULS and incorporated in the ULS laser system platform (the "Laser Source") will be free from defects in material and workmanship under normal and proper use and service for a period of twenty-four (24) months from the date of shipment of the Laser Source by ULS (the "Warranty Period").

This Limited Warranty applies only to the Laser Source, extends only to the original purchaser (the "Customer") and terminates upon the earlier of (i) the transfer of the Laser Source to any other person or entity, or (ii) the end of the Warranty Period. If the Laser Source or any part of the Laser Source is or becomes defective during the Warranty Period and the Customer returns the Laser Source or defective part to ULS, ULS will, at its option, either (i) repair or replace the Laser Source or the defective part at no additional charge to the Customer, or (ii) refund the purchase price paid by the Customer for the Laser Source. To exercise this Limited Warranty, the Customer must notify ULS of the defect in writing before the end of the Warranty Period. Any Laser Source, or part of a Laser Source, repaired or replaced by ULS pursuant to this Limited Warranty shall be warranted by ULS only through the end of the original Warranty Period in accordance with the terms and conditions set forth in this Limited Warranty.

This Limited Warranty does not extend to any Laser Source, or to any part of a Laser Source, that has been damaged or destroyed if such damage or destruction is attributable, in whole or in part, to the act or omission of any person or entity other than ULS or any other cause outside the control of ULS including, without limitation, lack of supervision of use, accident, misuse, abuse (including, without limitation, incorrect voltages, power surges, fires, improper or insufficient ventilation, failure to follow ULS-provided operating instructions, and "acts of God") and service or modification of the Laser Source by a person or entity other than ULS or an authorized representative of ULS. This Limited Warranty does not extend to parts or components of the Laser Source that are not installed by ULS, an authorized representative of ULS or in a manner not approved in writing by ULS. This Limited Warranty does not apply to any failure of the Laser Source to perform that is caused by or otherwise attributable to the incompatibility of any third-party software used in connection with the Laser Source or the ULS laser system platform.

EXCEPT FOR THE WARRANTIES SET FORTH IN THIS LIMITED WARRANTY, ULS IS PROVIDING THE LASER SOURCE "AS IS," AND ULS SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE LASER SOURCE INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WARNING: UNIVERSAL LASER SYSTEMS PRODUCTS ARE NOT DESIGNED, TESTED, INTENDED OR AUTHORIZED FOR USE IN ANY MEDICAL APPLICATIONS, SURGICAL APPLICATIONS, MEDICAL DEVICE MANUFACTURING, OR ANY SIMILAR PROCEDURE OR PROCESS REQUIRING APPROVAL, TESTING, OR CERTIFICATION BY THE UNITED STATES FOOD AND DRUG ADMINISTRATION OR OTHER SIMILAR GOVERNMENTAL ENTITIES.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF ULS, AND THE EXCLUSIVE AND SOLE REMEDY OF THE CUSTOMER, FOR ALL CLAIMS, LOSSES AND DAMAGES OF ANY NATURE RELATED TO THE LASER SOURCE, INCLUDING ANY CAUSE OF ACTION BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, PATENT OR COPYRIGHT INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY SHALL BE LIMITED TO THIS LIMITED WARRANTY. IN NO EVENT SHALL UNIVERSAL'S ENTIRE LIABILITY EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE LASER SOURCE.

IN NO EVENT WILL ULS BE LIABLE FOR ANY LOSSES OR DAMAGES CAUSED, IN WHOLE OR IN PART, BY THE CUSTOMER OR ANY THIRD PARTY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES INCURRED BY ANY PERSON OR ENTITY, INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSS, PHYSICAL INJURY AND LOST REVENUE, PROFITS AND SAVINGS, EVEN IF ULS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS OR IF ANY OF THE WARRANTY LIMITATIONS SET FORTH ABOVE ARE HELD INVALID OR UNENFORCEABLE.

IN NO EVENT WILL ULS BE LIABLE FOR ANY CLAIM BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR SHOULD REASONABLY HAVE BEEN DISCOVERED.

Because some states do not permit the exclusion or limitation of liability for consequential or incidental damages, some or all of the limitations and exclusions set forth above may not apply.

Effective for Laser Sources shipped by ULS on or after March 15, 2000