



Limited Product Warranty
Skylife Phototherapy System

NeoLight, LLC (“NeoLight”) warrants to the initial Purchaser (“Purchaser”) that each Covered Component of each new Product, as such terms are defined below, purchased hereunder will be free from defects in workmanship and materials for the applicable period of indicated below (each, a “Warranty Period”) from the date of the Product’s initial shipment to Purchaser.

- Three years for the Skylife Phototherapy System (the “Product”) including all components of the Product, excluding the Disposable Parts (collectively with the Light Modules, the “Covered Components”).

The GelMat, the CloudCover or CloudCover Plus, or other expendable or disposable parts of the Product are the “Disposable Parts.”

Such warranties are extended only with respect to the first purchase of the Skylife Phototherapy System directly from NeoLight or NeoLight’s authorized dealers as new merchandise and are extended to the Purchaser thereof; such warranties do not apply to any resale of the Product.

Throughout the applicable Warranty Period, the Covered Components are warranted to be free from functional defects in materials and workmanship and to conform to the description of the Product contained in the User Manual and accompanying labels and/or inserts, provided that the Product is properly operated under the conditions of normal use, that regular periodic maintenance and service is performed and that Disposable Parts are replaced and repairs are made in accordance with the instructions in the User Manual.

NeoLight’s sole and exclusive obligation and Purchaser’s sole and exclusive remedy under the above warranties for the Covered Components is limited to repairing or replacing, free of charge, at NeoLight’s option, the Product or the relevant Covered Components, which is reported to the NeoLight office via e-mail at: service@theneolight.com and which, if so advised by NeoLight, is thereafter returned with a statement of the observed deficiency, not later than seven (7) days after the expiration date of the applicable warranty period, to the designated NeoLight center during normal business hours, transportation charges prepaid, and which, upon NeoLight’s examination, is found not to conform with above warranties.

NeoLight shall not be otherwise liable for any damages including but not limited to incidental damages, consequential damages, or special damages. There are no express or implied warranties that extend beyond the warranties hereinabove set forth.

THIS WARRANTY, TOGETHER WITH ANY OTHER EXPRESS WRITTEN WARRANTY THAT MAY BE ISSUED BY NEOLIGHT, IS THE SOLE AND EXCLUSIVE WARRANTY AS TO NEOLIGHT’S PRODUCT, EXTENDS ONLY TO THE INITIAL PURCHASER AND IS EXPRESSLY IN LIEU OF ANY OTHER ORAL OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEOLIGHT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) DIRECTLY ARISING FROM THE SALE, INABILITY TO SELL, USE OR LOSS OF USE OF ANY PRODUCT.