

LIMITED WARRANTY

Apyx Medical Corporation, warrants each product manufactured by it to be free from defects in material and workmanship under normal use and service for the period(s) set forth below.

Apyx Medical Corporation's sole and exclusive obligation and the customer's sole and exclusive remedy under this limited warranty is limited to the repair or replacement, at Apyx Medical Corporation's sole option, of any product, or part thereof, which has been returned to it or its Distributor within the applicable time period shown below, and which examination discloses, to Apyx Medical Corporation's satisfaction, that the product is indeed, defective.

This limited warranty shall not apply to (and Apyx Medical Corporation shall have no obligation with respect to) any alleged defect to the extent of (i) any alteration, addition, modification or refurbishment of any product not authorized in writing in advance by Apyx Medical Corporation; (ii) non-compliance with appropriate Instructions for Use of a product; (iii) use of any accessories or equipment not supplied or authorized in writing by Apyx Medical Corporation; and (iv) neglect, failure to properly maintain, misuse, accidents, failure of electrical power or other acts or conditions not within the reasonable control of Apyx Medical Corporation.

The warranty periods for Apyx Medical Corporation products are as follows:

- Electrosurgical Generators: Four (4) years from date of shipment to customer
- Mounting Fixtures (all models): Two (2) years from date of shipment to customer
- Footswitches (all models): One (1) year from date of shipment to customer
- Patient Return Electrodes: Shelf life only as stated on packaging
- Sterile Single Use Accessories: Only as stated on packaging
- Handpiece: Only as stated on packaging

This limited warranty is non-transferable and is for the sole benefit of the initial customer and any subsequent transfer or sale of a product covered hereunder to a third party shall void this limited warranty with respect to such product.

Any reuse or refurbishment of any single-use product (including handpieces) is expressly prohibited and this limited warranty does not apply and shall be void with respects to such product. In addition, limited warranty for an electrosurgical generator shall be void if such generator is used with any single use product (including handpieces) that is reused or refurbished.

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY APYX MEDICAL CORPORATION IN CONNECTION WITH THE PRODUCT AND IS, WHERE PERMITTED BY LAW, IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE IN CONNECTION WITH THE PRODUCT,

HOWEVER ARISING (WHETHER BY CONTRACT, TORT, NEGLIGENCE, PRINCIPLES OF MANUFACTURER'S LIABILITY, OPERATION OF LAW, CONDUCT, STATEMENT OR OTHERWISE), INCLUDING WITHOUT RESTRICTION ANY IMPLIED WARRANTY OR CONDITION OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT REQUIRED UNDER APPLICABLE LAW TO APPLY TO THE PRODUCT SHALL BE LIMITED IN DURATION TO THE PERIOD STIPULATED UNDER THIS LIMITED WARRANTY. IN NO EVENT WILL APYX MEDICAL CORPORATION BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES HOWEVER ARISING WHETHER IN CONTRACT OR TORT INCLUDING WITHOUT RESTRICTION ANY ECONOMIC LOSSES OF ANY KIND, ANY LOSS OR DAMAGE TO PROPERTY, ANY PERSONAL INJURY, ANY DAMAGE OR INJURY ARISING FROM OR AS A RESULT OF MISUSE OR ABUSE, OR THE INCORRECT INSTALLATION, INTEGRATION OR OPERATION OF THE PRODUCT.