

Use for **discontinued** products:

- UL single resonator lasers
- ULC dual resonator lasers
- Water-cooled lasers
- Class 4 lasers

Discontinued Laser Source Customer Return Approval (CRA) Request Form

IMPORTANT: First save this form to your device. Then, complete the information below, sign, save the completed form, and submit via **email to support@ulsinc.com** or **fax to 480-609-1203**.

Company Name			
First Name		Last Name	
Laser Source Serial Number			
Model (e.g. UL-30, ULC-100)			
Ship To Address			
City		State / Province	
Postal Code		Country	
Attention (if different)			
Phone Number		Fax Number	
Email Address			
Purchase Order Number			

Laser Source Problem
<input type="checkbox"/> Low Power <input type="checkbox"/> No Power <input type="checkbox"/> Intermittent Operation <input type="checkbox"/> Other (provide explanation below)
Explanation / Comments

Shipping (air freight required to prevent damage; UPS default carrier unless otherwise requested)	
<input type="checkbox"/> 3 Day Air <input type="checkbox"/> 2 Day Air <input type="checkbox"/> Next Day Air <input type="checkbox"/> International	Special shipping requests or instructions:

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Terms and Conditions of Service

You acknowledge Universal Laser Systems (ULS) Terms and Conditions of Service (Discontinued Products) including but not limited to the following:

- Customer is responsible for all shipment, delivery, freight and related transportation costs, fees, and charges to and from ULS.
- Customer is responsible for proper packaging of the Product for shipment. ULS strongly recommends that the Product be insured by the Customer prior to shipment.
- ULS agrees to use commercially reasonable efforts to repair the Product.
- Customer pays the Price of Service regardless of whether the Service successfully repairs or restores the Product to its original specifications or full operational capacity or to a commercially usable level.
- Acceptable forms of payment by the Customer include check, wire transfer, money order, letter of credit, or credit card.
- Customer may not cancel the Service after shipping the Product to ULS.
- ULS provides no warranties with respect to the Product or the Services.

(Review full terms and conditions on the following pages.)

Authorized Signature (typed name acts as signature)	Title	Date
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Universal Laser Systems Terms and Conditions of Service (Discontinued Product)

1. Definitions.

- (a) "Customer" means the party identified as such on the face of this Customer Return Approval.
- (b) "Customer Return Approval" includes (i) all terms and conditions set forth on the face of this Customer Return Approval (including, but not limited to, the Customer's name, the Price and the description of the Product), together with these Terms and Conditions of Service.
- (c) "Price" means the price payable for the Service, as set forth on the face of this Customer Return Approval.
- (d) "Product" means the discontinued laser system or laser source listed or described on the face of this Customer Return Approval.
- (e) "Service" means the service of the Product to be undertaken by ULS hereunder.
- (f) "ULS" means Universal Laser Systems, Inc., an Arizona corporation.

2. Acceptance; Entire Agreement.

- (a) In the absence of Customer's written acceptance or acknowledgement of this Customer Return Approval, Customer's shipment of the Product to Universal shall constitute Customer's acceptance of this Customer Return Approval.
- (b) This Customer Return Approval constitutes the entire, complete and exclusive agreement between Customer and ULS relating to the Service to be undertaken by ULS and supersedes all prior and contemporaneous agreements and understandings not incorporated herein by reference, whether written or oral, express or implied.
- (c) In the event of any conflict or inconsistency between these Terms and Conditions of Service and the terms and conditions set forth on the face of this Customer Return Approval, these Terms and Conditions of Service shall control.

3. Shipment Terms.

- (a) Customer shall be solely responsible for any and all shipment, delivery, freight and related transportation costs, fees and charges incurred in connection with, or as a result of, Customer's shipment of the Product to ULS or the return shipment of the Product by ULS to Customer. To the extent applicable, Customer shall be solely responsible for clearance of the Product for both export and import.
- (b) Customer shall be solely responsible for proper packaging of the Product for shipment, and Customer may purchase appropriate packaging from ULS for shipment of the Product. Customer acknowledges that ULS strongly recommends that, prior to shipment, the Product be insured for an amount no less than the fair market value of the Product, and Customer shall be solely responsible for arranging and paying for any such insurance coverage. Customer acknowledges and agrees that, as between Customer and ULS, all risk of loss of or to the Product while in transit between Customer and ULS shall be with Customer, and ULS shall have no responsibility for any loss or theft of, or damage to, the Product while the Product is not in the possession and custody of ULS. ULS may exercise its own discretion to determine the method and means of return shipment and packaging to be used.

4. Payment Terms; Taxes.

- (a) The Price shall be exclusive of (i) any and all return shipping, packaging and insurance costs, fees and charges paid or payable by ULS, and (ii) any and all applicable sales, transaction privilege, revenue and excise taxes, import duties and other taxes, charges and fees applicable to the Service and paid or payable by ULS, all of which shall be reimbursed by Customer to ULS.
- (b) Upon completion of the Service, ULS shall invoice Customer for the Price, together with any and all other amounts reimbursable by Customer to ULS under Section 4(a), regardless of whether the Service successfully repairs or restores the Product to its original specifications or full operational capacity or to a commercially usable level.
- (c) Customer shall pay the invoiced amount in full to ULS within ten (10) business days after receipt of ULS's invoice pursuant to Section 4(b). Customer hereby understands, acknowledges and agrees that: (i) the Product itself has been discontinued, and some parts and components that may be necessary to repair or restore the Product have been discontinued and may not be commercially available (or available on commercially reasonable terms); (ii) the Product may be older than its expected life, which may limit the effectiveness of any attempted repair or the performance of the Product after such attempted repair; (iii) ULS cannot determine the extent to which the Product may be repairable without undertaking the Service and completing the attempted repair; (iv) for the foregoing and other reasons, it may not be possible for ULS to

successfully repair or restore the Product to its original specifications or full operational capacity; and (v) accordingly, Customer's obligation to pay ULS the full invoiced amount is unconditional and shall not depend upon whether the Service successfully repairs or restores the Product to its original specifications or full operational capacity or to a commercially usable level.

(d) Acceptable forms of payment include any of the following: company or personal check (subject to bank verification); wire transfer; money order; irrevocable letter of credit; any of the following credit cards: Visa, MasterCard, Discover Card or American Express. Customer may use a combination of any of the foregoing forms of payment if approved in advance in writing by ULS. Customer shall bear the cost of any wire transfer or letter of credit fees.

(e) 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, or (ii) the maximum rate permitted by applicable law.

(f) If Customer fails timely to pay the Price in full, ULS reserves all rights and remedies available to ULS at law, in equity or under this Customer Return Approval. Customer hereby grants to ULS a security interest in the Product, which shall remain in effect until Customer's payment in full of the 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 any and all actions, and execute, deliver and file any and all instruments and other documents, that ULS may reasonably request to evidence and perfect such security interest.

(g) ULS shall not be required to return the Product to Customer unless and until Customer pays the invoiced price in full to ULS. If ULS notifies Customer that the Service did not successfully repair or restore the Product to its original specifications or full operational capacity, ULS shall not invoice Customer for return shipping, packaging and insurance if Customer instructs ULS in writing not to return the Product to Customer within two (2) business days after receipt of such notice. In such case, Customer shall remain fully responsible for the payment of the Price (together with any and all applicable taxes and similar charges and fees), and title to the Product shall immediately transfer to ULS, which may then use or dispose of the Product as it deems appropriate.

5. Service; Warranty Disclaimer.

(a) Customer may not cancel the Service after it ships the Product to ULS.

(b) Upon receipt of the Product, ULS agrees to use commercially reasonable efforts to repair the Product.

(c) Customer hereby understands, acknowledges and agrees that there are no warranties with respect to the Product or the Service. ULS HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES (WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE PRODUCT OR THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL WARRANTIES TO THE EFFECT THAT: (1) PARTS AND COMPONENTS NECESSARY TO REPAIR OR RESTORE THE PRODUCT MAY BE OBTAINED ON COMMERCIALY REASONABLE TERMS; (2) EVEN IF SUCH PARTS AND COMPONENTS CAN BE OBTAINED ON COMMERCIALY REASONABLE TERMS, THE PRODUCT CAN BE, OR WILL BE, RESTORED OR REPAIRED TO ITS ORIGINAL SPECIFICATIONS OR FULL OPERATIONAL CAPACITY; OR (3) EVEN IF THE PRODUCT CAN BE REPAIRED TO A COMMERCIALY USABLE LEVEL, THE PRODUCT WILL CONTINUE OPERATING AT A COMMERCIALY USABLE LEVEL FOR ANY MINIMUM PERIOD OF TIME.

(d) CUSTOMER HEREBY FURTHER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) ULS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING BASED ON LOST PROFITS, DIMINUTION IN VALUE, MULTIPLE OF PROFITS OR EBITDA OR ANY SIMILAR MEASURE), REGARDLESS OF WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH DAMAGES ARE INCURRED BY CUSTOMER OR ANY OTHER PERSON, AND EVEN IF ULS HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGES; AND (2) THE TOTAL AGGREGATE LIABILITY OF ULS TO CUSTOMER HEREUNDER SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO ULS HEREUNDER.

(e) ULS shall not be liable to Customer for nonperformance or delays in its performance under this Customer Return Approval due to

Universal Laser Systems Terms and Conditions of Service (Discontinued Product)

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.

6. General.

(a) To the fullest extent permitted by applicable law, Customer hereby waives 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 Customer Return Approval. The rights and remedies of ULS set forth in this Customer Return Approval are not exclusive and are in addition to any other rights and remedies available to ULS at law, in equity or under this Customer Return Approval.

(b) This Customer Return Approval shall be governed by and construed in accordance with the laws of the State of Arizona. Customer agrees that, at ULS's election, all actions and proceedings arising in connection with this Customer Return Approval or the parties' respective rights and obligations hereunder shall be litigated in a state or federal court located in Maricopa County, Arizona, and Customer hereby consents and submits to the exclusive personal jurisdiction and venue of such courts.

(c) 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 the face of this Customer Return Approval via fax, expedited delivery service, certified mail with a copy also sent expedited delivery service, certified mail with proof of delivery or email and shall be deemed given when received. Either party shall promptly notify the other party in writing of any change of address for receipt of notices, communications and payments.

(d) This Customer Return Approval 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 Customer Return Approval without the prior written consent of ULS. No modification of any part of this Customer Return Approval shall be binding upon the parties unless approved in writing and signed by Customer and ULS's management.

(e) No waiver of any provision of, or default under, this Customer Return Approval or failure to insist on strict performance under this Customer Return Approval 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.

(f) If any portion of this Customer Return Approval is declared unenforceable, such declaration shall not affect the enforceability of the remainder of this Customer Return Approval. 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.