

Warranty Term

All new instruments manufactured and supplied by Douglas Scientific are warranted to be free from defects in materials and workmanship for a period of one year from the date the instrument is shipped from our facility.

Warranty Coverage

Douglas Scientific shall be responsible for the repair or replacement of components that are, in its sole determination, defective and covered by Warranty. This responsibility includes handling and non-expedited shipping charges to return a component to the customer, but excludes all applicable duties, taxes and inspection fees. Specifically, during the Warranty, except as noted by Douglas Scientific in proposals or purchase orders, we will provide the following services at no additional charge:

- ▶ *Telephone Support*
- ▶ *Return-to-Manufacturer Repair*
- ▶ *Field Service Repair*
- ▶ *Replacement Parts*
- ▶ *Travel Costs*
- ▶ *Labor Costs*
- ▶ *Shipping Costs for Repair Services*

Note: Instruments that are moved to alternative customer locations during the Warranty period will continue to be eligible for coverage as long as the re-installation process is inspected and approved by a Douglas Scientific service representative. The costs related to instrument relocation will be the responsibility of the customer.

Limitations and Restrictions

The following limitations and restrictions apply to this warranty:

1. The Warranty includes all parts that are fabricated or purchased by Douglas Scientific and incorporated into the supplied instrument.
2. The Warranty includes the Douglas Scientific licensed software for equipment operation. The software shall perform according to the standards outlined in the user documentation. The software is not warranted when used outside of the functions supplied in the user documentation, is impacted by peripheral software products not licensed by Douglas Scientific, is modified, or used in non-Douglas Scientific equipment.

3. Wear and tear on the equipment that is considered standard in the industry shall not be covered.
4. Unless specified otherwise, frame and component finishes shall not be warranted if the equipment is installed in a wet environment, or exposed to harsh cleaners or high-pressure wash downs.
5. Loss or damage resulting from software interfaces, instrument modifications, site preparation and maintenance, or operation outside of environmental specifications shall not be warranted.
6. Equipment that has been misused, poorly maintained, neglected, or improperly moved, repaired by anyone other than Douglas Scientific or Douglas Scientific certified customer technicians, shall not be warranted.
7. Douglas Scientific shall not be responsible for business loss related to equipment downtime.
8. The following items are not included in the Warranty:
 - a. Customer maintainable components
 - b. Consumables and supplies
 - c. Accessory products that were not part of the shipped equipment
 - d. Used or refurbished equipment that was not sold, inspected and approved by Douglas Scientific
9. This warranty is for the sole benefit of the original buyer and is not transferable.
10. This warranty is in lieu of all other warranties, expressed or implied, or merchantability, or fitness for a particular purpose, performance or otherwise