

Limited Lifetime Warranty

Alicat Scientific, Inc. warrants to the original purchaser (hereinafter referred to as "Buyer") that instruments manufactured by Alicat Scientific (hereinafter referred to as "Product") shall be free from defects in materials and workmanship for the life of the Products.

Under this warranty, the Products will be repaired or replaced at manufacturer's option, without charge for parts or labor when the Product is carried or shipped prepaid to the factory together with proof of purchase.

The foregoing shall constitute the exclusive and sole remedy in lieu of other remedies of the Buyer for any breach by Alicat Scientific of this warranty to the maximum extent permitted by law.

This warranty does not apply to any Product which has not been installed or used in accordance with the Product operation and installation specifications provided to Buyer verbally or in writing by Alicat Scientific for the proper and normal use of the Product.

Buyer agrees hereunder that Alicat reserves the right to void any warranty, written or implied, if upon Alicat's examination of Product shall disclose to Alicat's satisfaction that the Product failure was due solely, or in part, to accident, misuse, neglect, abuse, alteration, improper installation, unauthorized repair or improper testing by Buyer or agent of Buyer.

Alicat Scientific shall not be liable under any circumstances for indirect, special, consequential, or incidental damages in connection with, or arising out of, the sale, performance, or use of the Products covered by this warranty.

Alicat Scientific does not recommend, warrant or assume responsibility for the use of the Products in life support applications or systems.

Alicat's warranties as herein above set forth shall not be enlarged, diminished or affected by, and no obligation or liability shall arise or grow out of Alicat's rendering of technical advice in connection with Buyer's order of the Products furnished hereunder.

If Product becomes obsolete, Alicat Scientific, at its own discretion, reserves the right to repair the Product with available replacement parts or upgrade the Product to a current, commercially available version of the original Product. Should upgrading the Product be deemed necessary

unless recalibration of Product is required as the result of repairs to Product pursuant to this Warranty. Failure of Buyer to send Product to Alicat Scientific for recalibration on a yearly basis after a period of 36 months from date of manufacture will remove any and all obligations regarding repair or replacement of Product as outlined by this Warranty to Buyer from Alicat Scientific.

This Warranty is in lieu of all other relevant warranties, expressed or implied, including the implied warranty of merchantability and the implied warranty of fitness for a particular purpose, and any warranty against infringement of any patent.

Continued use or possession of Products after expiration of the applicable warranty period stated above shall be conclusive evidence that the warranty is fulfilled to the full satisfaction of Buyer.

Alicat makes no warranty as to experimental, non-standard or developmental Products. Accessories purchased from Alicat are not covered by this warranty.

