



## EQUIPMENT & INSTRUMENT WARRANTY

1. LANSMONT CORPORATION ("LANSMONT") warrants equipment and instruments of its manufacture to be free from defects in materials and workmanship for a period of twelve (12) months after shipment. In cases where the equipment requires field initiation and/or Buyer's acceptance of performance testing at Buyer's facility, initiation and/or performance testing must be conducted by a LANSMONT Field Service Engineer or a certified Lansmont Third Party Service Provider, and equipment shall be warranted for a period of twelve (12) months from the date of initiation or Buyer's acceptance of performance testing but in no case shall the 12-month warranty period begin more than ninety (90) days after shipment of equipment from LANSMONT's production facility.
2. LANSMONT shall at its option repair or replace free of charge within the warranty period any components or assemblies supplied by LANSMONT which prove to be defective in workmanship or materials. LANSMONT reserves the right to use refurbished parts which are equivalent in performance to new parts for all such repairs or replacements. LANSMONT reserves the right to request the prepaid return to its plant of such components or assemblies for inspection and evaluation, and reserves the right to determine whether the defective components or assemblies shall be repaired or replaced. Consumable items such as oil filters, seals, batteries, and other items subject to normal wear and/or replacement are not subject to warranty if their failure is due to normal wear. LANSMONT reserves the right to reject those claims for warranty where it is determined that the failure is caused by damage in shipping, improper maintenance, abuse or misuse, improper installation, repair or alteration, modifications, or use of third party software, firmware or hardware that interferes with operation of the equipment or instrument.
3. If products or components which are not within the warranty period are returned for repair or repaired at the Buyer's facility, LANSMONT will warrant the repaired portion of the item to be free from defects of the materials and workmanship for a period of one hundred twenty (120) days from either the date of shipment from the LANSMONT repair facility or the date the repair is completed at the Buyer's facility. All transportation fees incurred for product or component returns outside the warranty period will be borne by the Buyer.
4. LANSMONT warrants its Proprietary Software to operate according to specification for a period of twelve (12) months from Buyer's acceptance of the equipment and/or instruments on which the software runs.
5. LANSMONT assumes no liability for damages arising from the installation of its equipment and/or use of its equipment or instruments by Buyer. By purchasing LANSMONT equipment and/or instruments, Buyer assumes all liability for damages of any kind, which may result from misuse by the Buyer's employees, agents or any other person, including third parties unknown to LANSMONT or Buyer.
6. All warranties, express or implied, including any warranties created or established by statutory law or operation of law, are deemed null and void in the event the equipment or instrument has been physically modified in any manner by Buyer, or by any party other than LANSMONT unless such modification has been approved in writing by an officer or agent of LANSMONT CORPORATION prior to the modification work being undertaken.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND WHETHER STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO WARRANTIES ARE EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN NO EVENT SHALL LANSMONT CORPORATION BE LIABLE TO BUYER FOR COLLATERAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

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