

Warranty Statement

Seller's Express Warranty. Seller warrants the Purchased Items to be free from defects in materials and workmanship under normal use and service for a period of one year from time of purchase. Seller further warrants that it will perform the Services in a professional and workmanlike manner. Buyer agrees that it has the sole responsibility for the proper selection, application, installation, and/or use of the Purchased Items and for instructions to ultimate users, if any, concerning use, application, periodic maintenance, and cautions regarding the Purchased Items. Buyer agrees that the warranties provided herein shall not apply to any Purchased Item which: (1) has been repaired or altered outside of Seller's factory in any way so as, in Seller's judgment, to affect such Purchased Item's reliability; (2) has been subject to misuse, negligence, or accident; (3) has been operated other than in accordance with the applicable printed instructions provided by Seller; or (4) has been subject to wear of wetted parts caused by Buyer's application of the Purchased Items.

Seller's Exclusive Obligations Under Warranty. Seller may, at its option, repair or replace, or refund the purchase price of Purchased Items which shall be returned to Seller, no later than one month after the expiration of the applicable warranty period in the manner set forth in this clause, and which Seller's examination shall disclose to Seller's satisfaction to be defective as specified in the warranty clause hereof. All alleged defective Purchased Items shall be returned to the Seller at Buyer's expense and risk.

All such Purchased Items shall be returned to Seller at Greenwood, Indiana, freight prepaid, accompanied, or preceded by a particularized statement of the claimed defect. Under such circumstances, freight charges, both to and from Seller, and risk of loss shall be borne by Buyer, but Seller shall bear the cost of repair or replacement and the risk of loss while the Purchased Items are in Seller's possession at Seller's plant. If Purchased Items are returned without being preceded or accompanied by a statement of the claimed defect, Seller shall hold the Purchased Items pending receipt of Buyer's a statement of defect, provided that, prior to such receipt, risk of loss of the Purchased Items shall remain with the Buyer. SELLER'S OPTION TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE FOR PURCHASED ITEMS IS BUYER'S EXCLUSIVE REMEDY AGAINST SELLER WITH RESPECT TO THE PURCHASED ITEMS. SELLER SHALL NOT BE LIABLE TO BUYER, ITS AGENTS, EMPLOYEES, OFFICERS, OR DIRECTORS, FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSS OF REVENUE OR PROFIT, OR ANY OTHER INDIRECT DAMAGES RELATED TO THE PURCHASED ITEMS OR SERVICES.

Seller's Disclaimer of Implied Warranties. SELLER'S LIMITED EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTIES AND SELLER HEREBY DISCLAIMS ALL OTHER SUCH WARRANTIES WITH RESPECT TO THE PURCHASED ITEMS AND SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. BUYER AGREES THAT MODELS OR SAMPLES SHOWN TO BUYER, IF ANY, WERE USED MERELY TO ILLUSTRATE THE PURCHASED ITEMS AND NOT TO REPRESENT, PROMISE, OR GUARANTEE THAT ANY PURCHASED ITEMS DELIVERED HEREUNDER WOULD CONFORM TO SUCH MODELS OR SAMPLES. SELLER'S AGENTS HAVE NO AUTHORITY TO GIVE WARRANTIES BEYOND THOSE PROVIDED IN THIS LIMITED EXPRESS WARRANTY.

Extended Warranty Options

Fee based extension:

For an additional fee, the standard factory warranty can be extended. To initiate this process please contact an Endress+Hauser Representative to determine price and time allotment.

Extended Warranty Part #: **84600945**

Start-up Services option:

The basic factory warranty of one year can be extended if the Endress+Hauser Start-up services are purchased along with the instruments on the original order.

Extension of Warranty – Start-up Services:

Seller's Express Warranty. Seller warrants the Purchased Items to be free from defects in materials and workmanship under normal use and service for a period of three years from time of purchase when purchased with on-site Start-up Services. An additional two (2) years of warranty will apply in addition to the standard one year warranty supplied, for a total of three years for any instrument(s) commissioned by Authorized Endress+Hauser Service. ANALYZERS AND CONSUMABLES ARE EXCLUDED FROM THIS TWO (2) YEAR ADDITIONAL WARRANTY.

Seller further warrants that it will perform the Services in a professional and workmanlike manner. Buyer agrees that it has the sole responsibility for the proper selection, application, installation, and/or use of the Purchased Items and for instructions to ultimate users, if any, concerning use, application, periodic maintenance, and cautions regarding the Purchased Items. Buyer agrees that the warranties provided herein shall not apply to any Purchased Item which: (1) has been repaired or altered outside of Seller's factory in any way so as, in Seller's judgment, to affect such Purchased Item's reliability; (2) has been subject to misuse, negligence, or accident; (3) has been operated other than in accordance with the applicable printed instructions provided by Seller; or (4) has been subject to wear of wetted parts caused by Buyer's application of the Purchased Items.