

## Limited Warranty

EST Analytical hereby warrants the equipment supplied herewith to be free from defects in material and workmanship at the time of shipment. EST (the manufacturer), agrees to either repair or replace at our sole option, free of parts and labor charges at our factory, any parts of such equipment which under normal conditions of use prove defective within twelve (12) months (one year) from the date of shipment to the end user. EST has the option of inspecting the goods claimed defective at the Buyer's place of business or having the defective equipment returned to EST, transportation charges prepaid, for inspection. If an item is found defective under warranty, the repaired or replaced item will be returned to the buyer via the same mode of transportation by which it was received. This warranty does not cover equipment or parts of equipment which are modified by the Buyer. The following goods are warranted for the periods set forth only:

- (a) Items produced by third party manufacturers shall carry that warranty provided to EST by said third party manufacturers. Such warranty shall be passed by EST, to the Buyer.
- (b) This warranty does not apply to items consumed in the ordinary course of use of the goods, such as, but not limited to septa, vials, caps, syringes and needles.
- (c) This warranty does not cover bent, broken, or plugged needles, glass breakage, or the replacement or repair of parts due to accident, misuse or contamination, or loss or damage to equipment sustained in transit. Claims for damage sustained in transit must be filed with the transit agency. **Notice: All instruments should be insured with the shipping carrier prior to shipping, even if the repair is covered under warranty. The insurance must be purchased by the customer, not by EST Analytical.**

The foregoing warranty and remedy are exclusive and expressly in lieu of all other warranties, expressed or implied, including but not limited to any warranty of fitness for purpose or any warranty of merchantability.