

## Limited Warranty

### Instruments

AB Sciex warrants that all standard components of its new instruments will be free of defects in materials and workmanship for a period of one (1) year (unless otherwise stated) from the date the warranty period begins.<sup>1</sup> AB Sciex warrants that refurbished instruments will be free of defects in materials and workmanship for a period of one (1) year from the date the warranty period begins.<sup>2</sup> AB Sciex warrants that service certified instruments will be free of defects in materials and workmanship for a period of thirty (30) days from the date the warranty period begins.<sup>3</sup>

AB Sciex will repair or replace, at its discretion, defective components or defective parts thereof during this warranty period. Defective parts replaced become the property of AB Sciex. Some replacement components may require installation by a certified AB Sciex representative. After this warranty period, repairs and replacement components may be purchased from AB Sciex at its published rates. AB Sciex also provides service agreements for post-warranty coverage. AB Sciex reserves the right to use new, repaired, or refurbished components for warranty and post-warranty service agreement replacements.

AB Sciex warrants that all optional accessories, with AB Sciex part numbers, supplied with its LC/MS Instrument, such as peripherals, ion sources, and special monitors, will be free of defects in materials and workmanship for a period of one (1) year from the date the warranty period

begins.<sup>4</sup> AB Sciex will repair or replace, at its discretion, defective accessories or defective parts thereof during this warranty period.

AB Sciex warrants that all optional accessories with AB Sciex part numbers purchased and installed separately from the time of LC/MS instrument installation will be free of defects in materials and workmanship for a period of ninety (90) days from the date the warranty period begins.<sup>5</sup> AB Sciex will repair or replace, at its discretion, defective accessories or defective parts thereof during this warranty period.

AB Sciex does not warrant that the operation of any product or its operating software will be uninterrupted or error free.

Repair or replacement of products or components that are under warranty does not extend the original warranty period.

### Software

Unless a different warranty or no warranty is stated in the AB Sciex quotation or applicable end user software license, AB Sciex warrants that for a period of ninety (90) days from the beginning of the applicable software warranty period, the AB Sciex software will function substantially in accordance to the features and functions described in the documentation delivered with the software when used as set forth in the software manual. The applicable warranty period for software begins on the earlier of (i) the date of installation or (ii) three (3) months from the date of shipment for software installed by AB Sciex personnel. The warranty period begins on the date of delivery for software installed by the customer or anyone other than

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<sup>1, 2, 3, 4, 5</sup> The warranty period begins on the earlier date of installation or 90 days from the date of shipment for instruments installed by AB Sciex personnel. For products installed by the buyer or anyone other than AB Sciex, the warranty period begins on the date the product is delivered.

AB Sciex personnel. This limited software warranty is subject to certain exclusions, conditions, exceptions and limitations. The full limited warranty statement, which is part of the click-wrap end user license agreement, will be displayed during the course of software installation. You may also contact AB Sciex for a copy prior to purchase or at any other time.

### **Consumables**

AB Sciex warrants that any consumable products will be free of defects in materials and workmanship upon delivery to buyer. All consumable warranty claims must be made within one year of delivery, but in any event no later than the earlier or lesser of, as the case may be, any shelf life date, expiration date, use by date or end of recommended use date, stated on the label or in literature accompanying the consumable. AB Sciex will replace or refund the purchase price of a consumable not meeting the above warranty if the claim is received within the foregoing warranty period. If defects diminished, but did not prevent performance, refund amounts may be apportioned in accordance with AB Sciex's reasonable allocation of the value of the diminished performance in AB Sciex's sole discretion. Notwithstanding the foregoing, consumables made to buyer's specifications are sold "AS IS" and without warranty, whatsoever, express or implied, of any kind.

### **Service Consumables**

AB Sciex warrants that service consumables will be free of defects in materials and workmanship for a period of thirty (30) days from the date shipped, or twenty (20) days from the date of delivery, whichever is earlier.

### **Spare Parts (including instrument hardware upgrades)**

AB Sciex warrants that spare, replacement or upgrade parts ("Service Spares") ordered and installed by an AB Sciex service engineer, separate from instrument installation, will be free of defects in materials and workmanship for a period of ninety (90) days from the date installed or one hundred and twenty (120) days from the date of delivery, whichever is earlier. Service Spares that are not installed by AB Sciex are sold "AS IS" without any warranty, express or implied, of any kind, and are not covered by any AB Sciex warranty or service plan. If an instrument is upgraded, the installation of the parts constituting the upgrade does not extend or restart the underlying instrument warranty, but the parts comprising the instrument upgrade are covered by the warranty for Service Spares described above.

### **Third-Party Accessories**

AB Sciex supplies and installs certain standard configurations of its LC/MS instrument, AB Sciex reserves the right to require that LC/MS systems be restored to the standard configuration prior to providing on-site service or technical support. In some cases, AB Sciex may approve the use and installation of third-party accessories and parts with its instrumentation. Third-party accessories and parts approved by AB Sciex may have to be temporarily removed to restore the LC/MS instrument to the standard configuration.

### **Computer Configuration**

AB Sciex supplies or recommends certain configurations of computer hardware, software, and peripherals for use with its instrumentation. AB Sciex reserves the right to decline support for, or impose extra charges for, supporting nonstandard computer configurations or components that have not been supplied or recommended by AB Sciex. AB Sciex also reserves the

right to require the computer hardware and software to be restored to the standard configuration prior to providing service or technical support.

**Exceptions & Exclusions Applicable to all Warranties Described Herein**

The above warranties do not apply to defects resulting from misuse, neglect, or accident, including without limitation: operation with solvents or samples that are not supplied or approved by AB Sciex for use with the product; operation outside of the environmental or use specifications or not in conformance with the instructions for the instrument system, software, or accessories; improper or inadequate maintenance by the user; installation of software or interfacing, or use in combination with software or products, not supplied or authorized by AB Sciex; and modification or repair of the product not authorized by AB Sciex.

AB Sciex's warranties do not cover, and AB Sciex has no obligation to repair, replace or refund the purchase price of, any instrument, component, software, wetted part, consumable, or service part, if a defect or failure arises or is caused by: externally caused short circuits, incorrect voltages or other improper external inputs; de-installation or reinstallation by anyone other than an AB Sciex authorized engineer; failure to store or use product in accordance with AB Sciex instructions; failure to use product in accordance with good laboratory practices by technically qualified persons; other misuse or neglect, including but not limited to improper storage, maintenance, shipping, handling, improper or abnormal use, including operation outside of the environmental or use specifications specified by AB Sciex: unauthorized change or modification; use with chemicals, reagents or any other product not supplied or authorized in writing by

AB Sciex for use with the product; accidents of any kind or nature; and any non-AB Sciex designated product including without limitation software (including without limitation viruses, Trojan horses or other malicious software) that is attached to, loaded on or otherwise connected with, or that accesses, the AB Sciex product. AB Sciex warranties do not cover de-installation, reinstallation, transportation of products, routine services such as cleaning, optimization or connection to peripheral components not ordered through AB Sciex. AB Sciex warranties also do not cover products that have been or that have been attempted to have been serviced or repaired by any person other than an AB Sciex authorized service engineer. Repair or service by a person not authorized by AB Sciex voids AB Sciex warranties.

**Warranty Limitations**

The remedies provided herein are the buyer's sole and exclusive remedies. Without limiting the generality of the foregoing, in no event shall AB Sciex be liable, whether in contract, tort, warranty, or under any statute (including without limitation, any trade practice, unfair competition, or other statute of similar import) or on any other basis, for direct, indirect, punitive, incidental, exemplary, punitive, multiple, consequential, or special damages sustained by the buyer or any other person or entity, whether or not foreseeable and whether or not AB Sciex is advised of the possibility of such damages, including without limitation, damages arising from or related to loss of use, loss of data, failure or interruption in the operation of any equipment or software, delay in repair or replacement, or for loss of income, revenue or profits, loss of good will, loss of business, procurement of substitute goods or services, or other financial loss.

No agent, employee, or representative of AB Sciex has any authority to modify the terms of this limited warranty statement or to bind AB Sciex to any affirmation, representation, or warranty made by any agent, employee, or representative of AB Sciex. Any warranty statement made will not bind AB Sciex, unless provided in writing and signed by a Vice President of AB Sciex.

Some countries or jurisdictions limit the scope of or preclude limitations or exclusion of warranties, of liability, such liability for gross negligence or willful misconduct, or of remedies or damages, as or to the extent set forth above. In such countries and jurisdictions, the limitation or exclusion of warranties, liability, remedies or damages set forth above shall apply to the fullest extent permitted by law, and shall not apply to the extent prohibited by law. Without limiting the foregoing statement, nothing in this document is intended to or will exclude or limit AB Sciex's liability for death or personal injury caused by its negligence or fraud, or other liability to the extent it may not be excluded or limited by applicable law.

AB SCIEX warranties on any sold AB SCIEX products including hardware, software and services are non-transferable. AB SCIEX products resold or transferred without prior written approval by an authorized AB SCIEX representative will void all warranties.

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**THE FOREGOING PROVISIONS SET FORTH AB SCIEX'S SOLE AND EXCLUSIVE REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS WITH RESPECT TO ITS PRODUCTS, AND AB SCIEX MAKES NO OTHER WARRANTY OR ANY KIND WHATSOEVER,**

**EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.**

**Shipping Damages, Damages Claims, Warranty Claims, and Returns Process**

If shipping damage to the product is discovered, contact the shipping carrier and request inspection by a local agent. Secure a written report of the findings to support any claim. Do not return damaged goods to AB Sciex without first securing an inspection report and contacting AB Sciex Technical Support for a Return Authorization (RA) number.

**Damages Claims**

After a damage inspection report is received by AB Sciex, AB Sciex will process the claim unless other instructions are provided.

**Warranty Claims**

Warranty claims must be made within the applicable warranty period. Any claims not made within the applicable warranty period will be forfeited. Warranties are limited to the original buyer and are not transferrable unless otherwise agreed in writing by AB Sciex.

**Returns**

Do not return any material without prior notification to and authorization by AB Sciex.

If for any reason it becomes necessary to return material to AB Sciex, contact AB Sciex Technical Support or your nearest AB Sciex subsidiary or distributor for a Return Authorization (RA) number, Certificate of Decontamination form, and forwarding address. The Certificate of Decontamination MUST be completed and faxed back to AB Sciex prior to the return of instrument. Place the RA number in a prominent location on the outside of the shipping container, and place the original Certificate of Decontamination on the crate/box. Return the material to the forwarding address provided by the AB Sciex representative.