

Eppendorf Limited Product Warranty

Eppendorf CO₂ Incubators

Eppendorf North America Inc. ("Eppendorf") warrants to the purchaser ("Customer") of Eppendorf New Brunswick CO₂ Incubators ("Product") that the Product excluding software, documentation and similar items, will be free of defects in workmanship and materials for a period of two (2) years from the date of purchase of the Product, to the Customer (the "Warranty Period").

This Limited Warranty applies only to a Product which is purchased for Customer's own use and does not apply to Products purchased for resale, unless Customer obtains Eppendorf's prior written approval at the time of purchase from Eppendorf. This Limited Warranty does not extend to consumable items such as Oxygen sensors. This Limited Warranty is not transferable.

Notice of a defect in a Product must be received by Eppendorf prior to the expiration of the Limited Warranty Period and within thirty (30) days after any alleged defect becomes reasonably apparent to Customer. During the Limited Warranty Period, Eppendorf will, at its sole discretion, repair or replace a defective Product, free of charge for labor and parts provided that the Product is handled and/or shipped for repair in accordance with Eppendorf's warranty service procedures. Eppendorf reserves the right to determine the best way to service warranty issues. If Eppendorf elects to repair a defective Product, in Eppendorf's sole discretion, it may use new or used parts that are substantially equivalent to the originally installed parts in function and performance. Such parts will be warranted for the longer of ninety (90) days or the remainder of the Limited Warranty Period, but shall not extend the Limited Warranty Period for the Product.

If notice of a defect is provided to Eppendorf within the first 90 days after purchase, Eppendorf will arrange and pay for all costs involved in the standard ground transport of the unit to and from an Eppendorf approved service center for warranty repair. Customer will be required to ship the unit at their expense after the first 2 years of labor coverage is over.

Excluded from this Limited Warranty is any damage caused during any shipment/transport/movement of the Product following its initial receipt by the Customer, the replacement of wearing parts and any damage caused by: (a) accident, impacts, fluids, fire, flood, wind, earthquake, lightening or similar disaster, unauthorized modifications including removal or exchange of instrument components or identification labels, attachments of peripherals; improper use, installation or problems with the electrical supply; improper maintenance; any other misuse, abuse, improper attachment of any non Eppendorf labeled chargers and/or power supplies, mishandling or software viruses; (b) neglect, defacing, spilling or other forms of contamination, outside of the suggested handling and applications within the Product Instruction Manual; (c) use of the Product in non-standard environmental conditions, including but not limited to failure to meet requirements of ambient temperature, lubrication, humidity or magnetic field influences, and failure to provide and maintain power sources that adhere to the appropriate voltage requirements as determined within the specifications of the product; (d) installation or maintenance of the Product by Customer, or installation or maintenance of the Product by a service supplier not authorized by Eppendorf, in either case beyond the user maintenance prescribed in the Product instruction manual. Furthermore, this limited warranty does not cover software including issues in which control computer specifications do not meet required functionality and features according to the specifications described in the Product Instruction Manual, as well as computer and computer components and linked network systems. Reported software issues regarding maintenance of data files and where evidence exists of removal or de-installation of certain components, features or programs, are further excluded from Limited Warranty coverage.

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This Limited Warranty does not involve or imply the provision of product or applications training and does not govern levels of service by Applications Support networks.

Eppendorf's sole liability, under this Limited Warranty, for failure to repair or replace the Product after a reasonable number of attempts is limited to the replacement of the Product or, at Eppendorf's sole discretion, the refund of the original purchase price of the Product.

The above constitutes the Customer's exclusive remedies for breach of Limited Warranty, unless otherwise provided by law.

Under no circumstances shall Eppendorf be liable for any (a) special, incidental or consequential damages or similar claims whether based upon breach of contract, breach of warranty, negligence, absolute or strict liability, or any other similar theories, (b) tort claims for injury to persons or property, including negligence and strict liability, (c) loss of profit, loss of revenue, loss of use of the hardware system, loss of use of related equipment, loss of reagents, loss of samples, cost of substitute or replacement equipment, "downtime", Purchaser's time or injury to property, or (d) any claims of third parties.

EPENDORF SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS THE EXCLUSIVE WARRANTY. ANY IMPLIED WARRANTY THAT MAY BE IMPOSED BY APPLICABLE LAW IS LIMITED IN ALL RESPECTS TO THE DURATION OF THIS LIMITED WARRANTY. THIS WARRANTY MAY NOT BE ALTERED BY ANY VERBAL ADVICE OR REPRESENTATION MADE BY OR ON BEHALF

Eppendorf North America, Inc.
Phone: 800-645-3050
Email: info@eppendorf.com
Eppendorf Canada Ltd.
Phone: 800-263-8715
Email: canada@eppendorf.com

www.eppendorfna.com

OF EPENDORF OR BY ANY WRITING MADE BY OR ON BEHALF OF EPENDORF UNLESS SUCH WRITING IS SPECIFICALLY LABELED OR TERMED: "MODIFICATION TO WARRANTY" AND IS SIGNED BY A DULY AUTHORIZED SIGNATORY OF EPENDORF. CUSTOMER AGREES THAT REPAIR, REPLACEMENT OR REFUND, AS APPLICABLE, UNDER THIS LIMITED WARRANTY DESCRIBED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO ANY BREACH OF WARRANTY.

Some states do not allow limitations on how long an implied warranty may last, in which case the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages in which case the above limitation may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights which may vary from state to state. This Limited Warranty applies only to Products sold to Customers existing within the U.S.

To report a problem with your Eppendorf New Brunswick CO₂ Incubator under this Limited Warranty, follow this procedure:

- > Please contact Eppendorf service in the US at (800) 645-3050, or in Canada at (800) 263-8715, between the hours of 8:30 A.M. and 8 P.M. EST to report your problem. You can also email a description of the problem you are experiencing to techserv@eppendorf.com.
- > Have your operating manual and the invoice number from your Packing Slip for the Product available when calling to report a problem. Please include the invoice number information in your email.
- > Should services be required, an official proof of purchase such as Eppendorf Packing Slip or Official Invoice may be required to verify initial date of the Limited Warranty period
- > An Eppendorf service administrator will provide you with all of the information that you will need to rectify your problem