



## Systems Warranty Policy

Scientific Instruments (**Seller**) warrants that all products sold are free of any security interests and will make available to Buyer all transferable warranties provided to Seller. Seller warrants products will operate substantially in conformance with Seller's published specifications and be free from defect in material and workmanship, when subjected to normal, proper, and intended usage by properly trained personnel, for warranty period set forth in product documentation, published specifications or package inserts.

### Warranty Period:

- Scientific Instruments, Inc. (SII) warrants its LTD tank gauging system against all defects in material and workmanship for a period of **twenty-four (24) months** from the date of shipment of goods from SII's dock at 4400 West Tiffany Drive, West Palm Beach, Florida.
- Consumables are expressly excluded from warranty.

### Warranty Coverage:

During the applicable warranty period, Seller agrees to:

- **Repair or replace** defective products (materials or workmanship).
  - If a repaired or replacement product is provided, it will be covered for the remainder of the original warranty period or **six (6) months**, whichever is longer.
  - Buyer shall promptly notify Seller of any discovered defects and after Seller's review, Seller will provide Buyer with RMA, which may include product-specific handling instructions, if applicable.
  - Shipment to Buyer of repaired or replacement products shall be made in accordance with Delivery provisions of Seller's Terms and Conditions of Sale.
  - Replacement or repaired parts will be warranted for only the unexpired portion of the original warranty.
- Return defective products to Seller with all costs prepaid by Buyer.
- Replace parts as new or refurbished at the Sellers discretion.
- Warrant replacement or repaired parts only for the remaining portion of the original warranty period.
- Buyer shall retain ownership of all replaced parts.
- SII shall not be liable for damages caused by raw materials, designs of work methods instructed by the Purchaser or incompatibility of the Purchaser's equipment with SII products (including electrical compatibility). SII shall not be liable for damages caused by negligence of a contracting party or a third party and not for damages caused using SII product for other purposes than it is intended.
- Sub-assemblies not of SII manufacture, but as part of an SII system, such as software, printers, terminals,

*Cryogenic Temperature Sensors and Instruments • Cryogenic Temperature Probes LNG Analysis & Tank Gauging Solutions • Engineering and Design Services*

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modems, etc., are warranted in accordance with the terms of sales as extended by the product supplier.

- SII shall not be liable for indirect losses and pure financial losses, lost profit or other consequential economic losses.
- Should a defect become apparent within this warranty period, SII or properly trained and certified personnel will perform field repair at the customer's facility. Transportation costs and living expenses for the required field service personnel shall be borne by the customer, at cost.
- In the event of failure of sub-assemblies or components which can be physically returned to SII, all warranty repairs/replacements will be made at no charge, provided that the customer pays all freight costs, foreign duties, etc., incurred in returning such sub-assembly or components to SII. Any U.S.A. duties or fees imposed upon products entering this country will be paid by SII.
- This warranty policy is considered null and void if the installation and commissioning of the system is not performed by SII personnel, or personnel formally trained and certified by SII. A Certificate of Training will be issued by SII when independent contractors or consultants have successfully completed such training.

#### **Warranty Exclusions**

In no event shall Seller have any obligation to make repairs, replacements, or corrections required, in whole or in part, as result of normal wear and tear, accident, disaster or event of force majeure, misuse, fault, or negligence of or by Buyer, use of products in a manner for which they were not designed, causes external to products such as, but not limited to, power failure or electrical power surges, improper storage and handling of products or use of products in combination with equipment or software not supplied by Seller.

#### **Non-Warranty Service**

If Seller determines products for which Buyer has requested warranty services are not covered by warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request as Seller's prevailing time and material rates. If Seller provides repair services or replacement parts not covered by this warranty, Buyer shall pay for Seller's prevailing time and material rates.

Authorized by: *Austin C. Capers*

Name/Title: Austin Capers / President

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