

Bio-Tek Services, Inc.

Service Warranty

Bio-Tek Services Inc.'s warranty obligations are limited to the terms set forth below:

Bio-Tek Services, Inc. warrants all of our calibrations and repairs against defects in materials and workmanship under normal use for a period of SIX (6) MONTHS from the date of service ("Warranty Period"). If a material defect arises and a valid claim is received within the Warranty Period, at its option, Bio-Tek Services, Inc. will either (1) exchange and replace the part with a new, used or refurbished part that is at least functionally equivalent to the original part, or (2) correct the accuracy of the instrument through a no charge calibration, or (3) refund the purchase price of the part. A replacement part assumes the remaining warranty of the original part or SIX (6) MONTHS from the date of replacement, whichever provides longer coverage for you. When a part is exchanged, any replacement item becomes your property and the replaced item becomes the property of Bio-Tek Services, Inc. When a refund is given, the part for which the refund is provided becomes the property of Bio-Tek Services, Inc

EXCLUSIONS AND LIMITATIONS

Bio-Tek Services, Inc. does not warrant that the operation of the instrument or any replacement part will be uninterrupted or error-free. Bio-Tek Services, Inc. is not responsible for damage arising from a failure to follow instructions relating to the instrument's use. This warranty does not apply: (a) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (b) to damage caused by operating the instrument or part outside the permissible range or application as described by manufacturer; (c) to damage caused by service (including upgrades) performed by anyone who is not a representative of Bio-Tek Services, Inc. or an Bio-Tek Services, Inc. Authorized Service Provider authorized to perform service; (d) to a part that has been modified to significantly alter functionality or capability without the written permission of Bio-Tek Services, Inc. or the manufacturer of the device; (e) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship;

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, BIO-TEK SERVICES, INC. SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF BIO-TEK SERVICES, INC. CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY BIO-TEK SERVICES, INC. IN ITS SOLE DISCRETION.

NO BIO-TEK SERVICES, INC. AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY.

TO THE EXTENT PERMITTED BY LAW BIO-TEK SERVICES, INC. IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS.

CONSUMER PROTECTION LAWS

FOR CONSUMERS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR STATE OR COUNTRY OF SERVICE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS.

Some countries, states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by country, state or province. This Limited Warranty is governed by and construed under the laws of the country or state in which the service took place.