



Metrix Instrument Co., L.P.
WARRANTY POLICY

Limited Warranty – Products. Seller offers a limited warranty on each of its Products and their parts against failure due to defects in material and workmanship or for failure of its Products and their parts to operate in accordance with Seller-published specifications below:

Metrix Standard Parts	Thirty-six (36) months from the date of the invoice relating to the sale of the Product (the “Initial Warranty”).
Hardy Shakers/ DATAWATCH/ AM3030	Twelve (12) months from the date of the invoice relating to the sale of the Product (the “Initial Warranty”).

During the Initial Warranty, Seller offers a limited warranty against failure due to defects in material and workmanship on each part of a Product repaired or replaced by a Seller authorized service person for a period ending the later of (a) the remaining term of the Initial Warranty of the Product and (b) ninety (90) days from the date of such repair or replacement.

The foregoing limited warranties cover parts and labor only and Buyer shall promptly reimburse Seller for any costs relating to access by service persons of Seller to the Product at issue. The foregoing limited warranties cover only the repair or replacement of defective parts and such determination will be in the sole discretion of Seller. In its sole discretion, Seller may make repairs or replacements under these limited warranties with either new or refurbished parts. To the extent Buyer’s Product cannot be remedied, as determined in Seller’s sole discretion, under these limited warranties through repair or replacement of parts, Buyer may return the Product for a refund of the purchase price, less a reasonable reduction, as determined in Seller’s sole discretion, in such purchase price equal to the depreciation expense incurred by Buyer relating to such Product. The limited warranties are further subject to those warranty exclusions set forth below.

Limited Warranty – Services. Seller agrees to perform service pursuant to this warranty for Buyer on the express condition that Seller’s sole obligation will be that the Service will be performed in a professional and competent manner and will be of the kind and quality described in the final quotation. If there is a specific problem with the quality of the Service performed, Seller should be notified immediately and the Service will be repeated at no additional charge. Seller offers a 90 day limited warranty against failure due to defects in material and workmanship on the Services performed by Seller and/or its authorized service persons. In the event Seller performs Services hereunder, Buyer must provide adequate access to the Products requiring Services to allow Seller and/or its authorized service persons to perform the Services. Buyer shall promptly reimburse Seller for any costs relating to such access by Seller or authorized service persons of Seller to the Product requiring such Services. The limited warranties are further subject to those warranty exclusions set forth below.

LIMITED WARRANTY EXCLUSIONS. EXCLUDING THE WARRANTIES PROVIDED ABOVE, SELLER PROVIDES ALL PRODUCTS TO BUYER “AS-IS” AND WITH ALL FAULTS, WITHOUT ANY OTHER WARRANTY OF ANY KIND. SELLER DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PRODUCTS AND/OR SERVICES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM OF INTERFERENCE WITH ENJOYMENT, QUALITY, ACCURACY, COMPLETENESS, FITNESS OF RESULTING WORK PRODUCT, USE AND NON INFRINGEMENT OF THE INTELLECTUAL



PROPERTY OF OTHERS, OR THAT THE PRODUCTS OR SERVICES WILL GENERATE CERTAIN RESULTS, WORK IN COMBINATION WITH OTHER COMPONENTS OR AS AN INTEGRATED SYSTEM OR WILL FULFILL ANY OF BUYER'S PARTICULAR PURPOSES OR NEEDS. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESIGN, SALE, INSTALLATION OR USE OF ITS PRODUCTS. SELLER DOES NOT WARRANT THE FITNESS, SUITABILITY OR CONDITION OF BUYER'S MACHINERY UPON WHICH THE SERVICES ARE PERFORMED. SELLER'S WARRANTIES WILL NOT BE ENLARGED BY, NOR WILL ANY OBLIGATION OR LIABILITY OF SELLER ARISE DUE TO SELLER PROVIDING TECHNICAL DIRECTION, FACILITIES OR SERVICE IN CONNECTION WITH ANY PRODUCT.

There is no warranty by Seller with respect to any Product's: (i) uninterrupted or error-free operation; (ii) actual performance, other than the Product's capability to meet Seller's specifications therefor; (iii) removal or installation from a worksite or process, or failure to provide a suitable installation environment; (iv) electronic components or associated accessories (including without limitation circuit boards and integrated circuits); (v) maintenance (including without limitation gasket and seal replacements, adjustments, minor repairs and other inspection requirements, preventative or otherwise); (vi) use under inappropriate conditions or not in accordance with operating instructions; or (vii) use in connection with the operation of a nuclear facility. There is no warranty for labor expenses associated with field repairs or the repair or replacement of defective parts in the engine or power unit of any Product if such Product has been in the possession of the Buyer for greater than twelve (12) months. There is no warranty for Products determined to be, in Seller's sole discretion, damaged as a result of (a) misuse, neglect or accident; (b) improper application, installation, storage or use; (c) improper or inadequate maintenance or calibration; (d) operation outside of the published environmental specification; (e) damage caused by disasters such as fire, flood, wind and lightning (f) improper site preparation or maintenance; (g) unauthorized repairs or replacements; (h) modifications negligently or otherwise improperly made or performed by persons other than Seller; (i) Buyer supplied software or supplies; (j) use in conjunction with or interfacing with unapproved accessory equipment or attachments; or (k) use of ABC-style or dry powder fire suppression agents. Seller provides no warranty on the oral representations made by its personnel while they are attempting to assist Buyer in the operation of a Product. The limited warranties contained in this Article 6 do not apply to items consumed by the Products during their ordinary use, including but not limited to fuses, lamps and batteries.

Non-Seller Products. Seller does not in any way warrant Products it does not manufacture except to the extent the warranty of the manufacturer of the Product at issue passes through or is otherwise assigned to Seller. If a manufacturer warranty is so assigned to Seller, Seller will only be bound to comply with the length of time associated with such warranty. Buyer agrees and accepts such limitations and further agrees to hold Seller harmless for any claims or damages beyond such limitation.

Expenses on Non-Warranty Work. All repairs or replacements by Seller after the expiration of any applicable limited warranty period will be performed in accordance with Seller's standard rate for parts and labor. Further, if upon Seller's inspection and review, Seller determines the condition of the Products is not caused by a defect in Seller's material and workmanship, but is the result of some other condition, including but not limited to damage caused by any of the events or conditions set forth in this section, Buyer shall be liable for all direct expenses incurred by Seller to conduct the inspection and review of the Product.

Exclusive Remedy. THE FOREGOING LIMITED WARRANTY CONSTITUTES BUYER'S EXCLUSIVE REMEDY WITH RESPECT TO PRODUCTS AND SERVICES SOLD BY SELLER AND SELLER'S LIABILITY SHALL BE EXCLUSIVELY LIMITED TO THE WRITTEN LIMITED WARRANTIES SPECIFIED HEREIN. No employee, representative or agent of Seller is authorized to either expressly or impliedly modify, extend, alter or change any of the limited warranties



expressed herein to Buyer.

Procedure and Costs. All limited warranty claims must be made in writing promptly following discovery of any defect. Buyer must hold defective Products for inspection by Seller. No Products will be sent to Seller for inspection unless Seller has authorized Buyer to do so. All returned merchandise must be sent freight prepaid by Buyer, properly boxed to prevent damage in transit, to Seller's service office. Any returns by Buyer will be at Buyer's expense and Buyer will remain liable for any loss of or damage to the Product during its transportation to Seller. After repair or replacement, Seller will return the part or component, freight prepaid, to Buyer. Alternatively, Buyer may desire on-site work, in which case Buyer shall promptly notify Seller and Seller shall arrange a service call to the facilities of Buyer at Seller's earliest convenience. In connection with such service call, Buyer will be required to pay time, travel and per diem for service personnel to travel to Buyer's facility, where the actual warranty service will be performed at no charge.

Extended Warranties Available. Seller offers extended warranties for many of the Products according to a current Seller published extended warranty schedule. Renewals of this basic warranty will be available on selected Products. Products must be re certified or repaired to original specifications by Seller or its authorized service persons before any warranty for such Product can be renewed.