



## **TestEquity 3-Year Parts, 1-Year Labor Limited Warranty**

TestEquity LLC (TestEquity) warrants Environmental Chambers (Equipment) manufactured by TestEquity and supplied under this contract to be free from defects in materials and workmanship under normal use and proper maintenance.

TestEquity will repair or replace any defective part for a period of THREE YEARS from the date of invoice. TestEquity reserves the right to require any defective part be returned, freight prepaid, to TestEquity's factory or to inspect any defective part at the Purchaser's site. TestEquity shall have sole discretion to determine whether any part is defective and whether any defective part will be repaired or replaced. This limited warranty shall extend to any standard chamber accessory and component part which is normally sold by TestEquity. Non-standard accessories and component parts specified by the Purchaser shall be warranted only to the extent of the original manufacturer's warranty, if any exists.

If the repair or replacement is performed in the FIRST YEAR from the date of invoice, TestEquity will also pay for the labor associated with the repair at the Purchaser's site, subject to TestEquity's prior approval (except Model TEC1). During the SECOND and THIRD YEAR of the warranty period, Purchaser will be responsible for the installation and cost of installation of replacement or repaired parts.

Purchaser shall notify TestEquity in writing of any alleged defect within 10 days after its discovery within the warranty period. TestEquity reserves the right to satisfy the labor portion of this limited warranty either through its own service personnel or an authorized agent. In order to provide expeditious service, TestEquity reserves the right to satisfy its limited warranty obligation by sending replacement parts to be installed by the Purchaser if they can be installed easily without special tools or training. TestEquity reserves the right to satisfy this limited warranty by requiring the Purchaser to return the Equipment to TestEquity when such return is feasible.

TestEquity must initiate field service for in-warranty claims. Purchaser will not be reimbursed for labor if they initiate service on their own without prior approval from TestEquity. Replacement parts must be supplied by TestEquity for in-warranty claims. Purchaser will not be reimbursed for parts they buy on their own without prior approval from TestEquity.

For Model TEC1 only: The chamber must be sent back to TestEquity for warranty labor repair, freight prepaid. On-site labor warranty does not apply to Model TEC1.

The following parts are excluded from this limited warranty and are sold as-is or are considered expendable: interior light bulb, viewing window, paint and cosmetic surface finishes and treatments, port plugs, and refrigerant.

This limited warranty shall extend in full to Equipment installed within continental United States and Canada. For all other locations, Purchaser is responsible for all labor costs for repairs or parts installation, and for all shipping costs associated with providing replacement parts.

This limited warranty does not cover: (1) Defects or damages arising as the result of shipment by common carriers or private transportation, unless TestEquity undertakes shipment and transportation of the Equipment to Purchaser's site or contractually assumes the risk of damage to the Equipment in shipment; (2) Defects or damages arising out of, or as the result, of mishandling, modification, or improper start up, installation or maintenance of the Equipment (including start up, installation or maintenance not in accordance with TestEquity's written procedures); (3) Defects or damages resulting from, or arising out of, abuse, misuse, neglect, intentional damage, accident, fire, flood, earthquake, or any other act of God.

This warranty as to Equipment is LIMITED to repair or replacement of parts or Equipment in the determination of TestEquity LLC THE FORGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. TestEquity LLC DISCLAIMS ANY LIABILITY FOR ANY DAMAGES RESULTING FROM DELAY OR LOSS OF USE IN SERVICE OR REPAIR, OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT, EXCEPT AS STATED IN THIS PARAGRAPH.

This limited warranty cannot be modified in any way except in writing by both TestEquity and Purchaser. Invalidation of any one or more of the provisions of this limited warranty shall in no way affect any of the other provisions hereof, which remain in full force and effect.

This limited warranty shall be extended only to the first Purchaser of this Equipment and is not transferable.