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## **WARRANTY CERTIFICATE**

Subject to the exceptions and upon the conditions stated below. California Analytical Instruments (CAI) warrants that the products sold under this sales order shall be free from defects in workmanship and materials for one year after delivery of the product to the original Buyer by CAI and if any such product should prove to be defective within such one year period, CAI agrees, at its option, either (i) to correct by repair or, at CAI's election, by replacement with equivalent product any such defective product, provided that investigation and factory inspection discloses that such defect developed under normal and proper uses, or (ii) to refund the purchase price. The exceptions and conditions mentioned above are as follows:

(a) All parts carry a one-year warranty with the exception of consumables. Consumables consist of: 1) Filter Elements, 2) Pump Diaphragms, 3) Catalysts;

(b) CAI makes no warranty with respect to components or accessories not manufactured by it; in the event of defect in any such component or accessory. CAI will give reasonable assistance to Buyer in obtaining from the respective manufacturer whatever adjustment is authorized by the manufacturer's warranty;

(c) any product claimed to be defective must be returned to the factory transportation charges prepaid and CAI will return the repaired or replaced product freight collect;

(d) if the product claimed to be defective requires on-site repair, such warranty labor will be provided at no charge, however, transportation and living expenses will be charged to Buyer;

(e) if the product is a consumable or the like, it is warranted only to conform to the quantity and content and for the period (but not in excess of one year) stated on label at the time of delivery or 90 days;

(f) CAI may from time to time provide a special printed warranty with respect to a certain product, and where applicable, such warranty shall be deemed incorporated herein by reference;

(g) CAI shall be released from all obligations under all warranties, either expressed or implied, if any product covered hereby is repaired or modified by persons other than its own authorized service personnel unless such repair by others is made with the written consent of CAI.

IT IS EXPRESSLY AGREED THAT THE ABOVE WARRANTY SHALL BE IN LIEU OF ALL WARRANTIES OF FITNESS AND OF THE WARRANTY OF MERCHANTABILITY AND THAT CAI SHALL HAVE NO LIABILITY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FROM ANY CAUSE WHATSOEVER ARISING OUT OF THE MANUFACTURE USE, SALE, HANDLING, REPAIR, MAINTENANCE OR REPLACEMENT OF ANY OF THE PRODUCTS SOLD UNDER THIS SALES ORDER. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Representations and warranties made by any person, including dealers and representatives of CAI which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon CAI unless reduced to writing and approved by an expressly authorized officer of CAI.