

WARRANTY AND LIMITATION OF LIABILITY

WARRANTY

Prior Scientific, Inc, Prior Scientific Instruments Ltd and Prior Scientific GmbH (hereafter referred to as “Prior”) warrants to the Buyer that the Products and Parts thereof, when shipped, will be free from defects in materials comprising the same and in Prior’s workmanship. If any such defects exist or later appear, Prior shall undertake, at its sole expense, prompt remedial action as stated herein to correct the same. Remedial action under this Warranty shall require only that Prior, at its option, repair, replace, or modify the Products or Parts thereof. All action under this warranty shall not arise until the Buyer returns, at their expense, the defective product, invoice number and serial number to Prior’s facility. Warranty products will be shipped back to the Buyer, Distributor or Dealer pre-paid by Prior. Distributors or Dealers are responsible for shipping and receiving warranty material. Normal wear and tear of any Prior Products or parts thereof is not covered by this Warranty. A repair, replacement or modification of a Product or Part under this Warranty will not extend the period of the warranty.

Products, or Parts thereof, manufactured by others are warranted thereunder only to the extent of such manufacturer’s warranty to Prior.

Since after shipment, the Products and Parts thereof are under the sole control of the Buyer, this Warranty is subject to, and shall be applicable only if the following conditions are met:

- a. Prior’s instructions as to installation, operation and maintenance have been followed
- b. The Products and Parts thereof have been used under normal operation conditions or under such conditions as herein before specified by Prior or specified by the Buyer and agreed to in writing by Prior.
- c. The Products and Parts thereof have been properly erected, installed operated and maintained and have not been affected by misuse, neglect, or accident.
- d. The Buyer has not attempted or performed corrective work or change on the Products and/or Parts thereof without Priors’ prior written consent as to the nature and expense thereof.
- e. Prior must have received the Product and/or Parts therefore within thirty (30) days of the customer first discovering the defect.
- f. Within the Warranty period and after prior authorization from Prior, the Products and/or Parts are shipped freight prepaid to a Prior facility

Prior warrants the following:

- g. **MOTORIZED STAGE.** Warranty is five (5) years from the date of purchase. The warranty is valid only when used with a Prior controller
- h. **PRIOR CONTROLLER, CONTROL SYSTEM, INTERACTIVE CONTROL CENTRE/JOYSTICK, FOCUS DRIVE or FILTER WHEEL.** Warranty is three (3) years from the date of purchase only when used to control Prior components, or with a Prior controller
- i. **L200/210/220 METAL HALIDE LAMP or BULB.** Warranty is two (2) years from the date of purchase OR 2000 hours of use (which ever is the soonest)
- j. **PIEZO Z UNIT.** Warranty is one (1) year from the date of purchase.
- k. **SHUTTER.** Warranty is one (1) year from the date of purchase, excluding the coil which is not covered by the warranty.
- l. **SENSAPEX branded products.** Warranty is one (1) year from the data of purchase.
- m. **OEM / Custom built products.** Warranty is one (1) year from the date of purchase
- n. Products not explicitly specified above will have a one (1) year warranty.

THE FOREGOING WARRANTY IS IN SUBSTITUTION FOR, AND IN LIEU OF, ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



LIMITATION OF LIABILITY

Prior shall have no liability whatsoever in any event for payment of any incidental or consequential damages, including without limitation, damages for injury to any person or property. By accepting the products and/or parts thereof, the first end user buyer or subsequent user agrees that the company shall not be liable for indemnification or contribution (in whole or in part) either expressly or by implication. If for any reason any of the foregoing provisions shall be ineffective, Prior's liability for damages arising out of its manufacture, or sale of its products or parts, or us thereof, whether such liability is based on warranty, contract, negligence, strict liability in tort or otherwise shall not in any event exceed the full purchase price of such products and parts thereof.

Any action against Prior based upon any liability or obligation arising here under or under any law applicable to the sale or its Products or Parts thereof, or the use thereof, must be commenced within one (1) year after the cause of such action arises.



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