

WARRANTY, SERVICE INFORMATION, RETURNS AND LIMITATION OF LIABILITY

WARRANTY

HAMILTON THORNE INC. (HT) warrants that its products will be free from defects in workmanship or materials and perform in accordance with HT published specifications (or the specifications agreed to, in writing, by the Buyer and HT and made a part of the sales contract) for a period of one year from the date of installation. This warranty does not cover lost parts or security keys, and shall not apply to damage to the equipment resulting from abuse, negligence, accident or loss due to fire, flood, theft, power fluctuations or power failures, lightning strikes, temperatures or humidity outside of HT published Operating Environments, storage or use in a corrosive environment, off-label use, user-directed system changes such as incompatible computer systems, computer virus or malware induced system changes, use of non-HT approved software on HT provided computer systems, damage in transit or any other damages covered under the Distributor's or Final User's Insurance Policy. The warranty may be voided should the Buyer attempt any repairs, alterations or additions, including installation of third party software, without prior written permission of HT. This warranty is not valid unless a completed Installation Checklist for the system is returned to HT within 30 days from the installation date.

SERVICE INFORMATION

During this warranty period, HT will, at no cost, repair or replace any defective equipment returned to HT. Transportation charges to return the equipment to HT will be prepaid by the sender. The shipping method and packaging are critical to the repair process. Consult HT before shipping. When the Buyer requests expedited shipping or special handling, the Buyer shall pay any associated charges.

HT provides Software Maintenance which includes updates to software such as patches and reliability enhancements during the warranty at no charge. The warranty does not include major software upgrades.

Backup all files before returning the equipment for repair or replacement. HT recommends that you have an external back-up system at all times to reconstruct lost or altered files, data or programs. HT IS NOT RESPONSIBLE FOR ANY LOSS OF DATA.

RETURNS

A Return Authorization Number must be obtained before returning any product to HT. Please call 1-800-323-0503 in the U.S., 1-978-921-2050 outside of the U.S., your local distributor or email support@hamiltonthorne.com for this Return Authorization Number. When calling or contacting HT, please have the serial number of your system available.

LIMITATION OF LIABILITY

HT makes no other warranty, expressed or implied, and HT disclaims any implied warranty of merchantability or fitness for a particular purpose.

The Buyer and HT agree that the sole and exclusive remedies for breach of any warranty concerning the goods shall be repair or replacement of defective parts upon the terms above described or, at HT's discretion, refund of the purchase price. HT shall not be liable for contingent or consequential damages to persons or property, and its sole liability is as above set forth. Any action by the Buyer for any alleged breach of the warranty set forth herein shall be brought to the attention of HT by the Buyer within the warranty period, but not later than 30 days after the alleged breach.

This statement of warranty and limitations of liability is a complete and exclusive statement of all warranty and liability representations of HT. It may not be varied, supplemented, qualified or interpreted by any prior dealings between the parties or by any usage of the trade or upon the face or reverse of any form to which this is attached or a part of, nor may it be modified by any agent, employee or representative of HT unless such modification or representation is made in writing and signed by a duly authorized officer of HT.

Repairs and/or replacement under the terms of this warranty shall not extend the warranty life of the original equipment supplied. All repairs and service must be performed by HT service engineers or by an authorized representative.

For information about purchasing an additional Service Contract, please contact sales@hamiltonthorne.com