



Limited Warranties and Disclaimers:

Limited Warranty: The Seller warrants all instruments and equipment sold by Mod-Tronic to be free from defects in workmanship or material under normal use and service for a period of Five years from date of shipment. Products returned within the warranty period, which Mod-Tronic determines to be faulty by reason of defective materials or faulty workmanship, will be replaced or repaired at Mod-Tronic's discretion, free of charge.

The Warranty period begins from the date of shipment to the initial customer and not the project installation date or use.

Warranty exclusions include, but are not limited to:

- Normal or excessive wear and tear is not cause for warranty replacement.
- Products not properly maintained, operated, installed, or used in an application not suited for the product.
- Modifications, alterations, changes, or additions outside those which are required for normal operation.
- Failure to notify Mod-Tronic of any defect within a reasonable time.
- Damage which the customer has not taken timely action to minimize or mitigate.
- Products on which the labels, markings, nameplates, etc. have been tampered with.
- Products which contain broken factory seals or have been tampered with shall void warranty.

Liability under this warranty is limited to repair or replacement EXW Ex Works Mod-Tronic Instruments Ltd. of any parts which prove to be defective within that time or repayment of the purchase price at the Seller's option. All products must be returned to the Seller, transportation prepaid, unless other arrangements have been pre-approved by Seller.

MOD-TRONIC IS NOT TO BE HELD LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY ITS PRODUCTS, INCLUDING, BUT NOT LIMITED TO: DAMAGES FOR LOSS OF USE, INCOME, PROFIT OR GOODWILL; LOSSES SUSTAINED AS A RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSONS; AND/OR DAMAGES TO PROPERTY, OTHER THAN THE PRODUCT. IN NO CASE IS SELLER LIABLE BEYOND REPLACEMENT OF EQUIPMENT EXW EX WORKS MOD-TRONIC INSTRUMENTS LTD. OR THE FULL PURCHASE PRICE.

When products are supplied, at the Purchaser's request, on a "best effort" basis for use under conditions that exceed design specifications, the products are shipped "as-is", with no warranty, stated or implied. Mod-Tronic's products are not designed, authorized, or warranted to be suitable for use in life-support devices or systems or other critical applications that involve potential risks of death, personal injury, or severe property or environmental damage. Inclusion of Mod-Tronic's products in such applications is understood to be fully at the Purchaser's risk.

This warranty does not apply if the maximum ratings label is removed or if the instrument or equipment is abused, altered, used at ratings above the maximum specified, or otherwise misused in any way.

THIS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER REPRESENTATIONS MADE BY ADVERTISEMENTS OR BY AGENTS AND ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE FOR GOODS COVERED HEREUNDER.

Technical Assistance, Samples, Demonstrations:

Any technical advice, recommendations, samples, lab test, and/or demonstrations provided by Mod-Tronic (or its representatives) concerning the use, application or compatibility of any products or materials are provided by Mod-Tronic solely for the purpose of assisting the Purchaser to evaluate, at its own risk, the suitability of Mod-Tronic products for the Purchaser's intended use. Mod-Tronic recommends that the Purchaser make its own tests to determine such suitability. No such advice, recommendations, samples, lab tests and/or demonstrations PROVIDED BY MOD-TRONIC shall be construed as an express or implied warranty.

Delivery, Risk of Loss, Delays:

Deliveries of product will be EXW (Ex Works as defined by Incoterms 2000). Risk of loss will pass to Purchaser at the EXW point. Mod-Tronic may indicate scheduled shipment or service dates for certain items of Purchaser's order. Such dates are estimates only and may be subject to change by Mod-Tronic without liability. MOD-TRONIC SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES DUE TO FAILURE FOR ANY REASON TO MEET SCHEDULED SHIPMENT DATES. Mod-Tronic shall not be liable for any damage to or loss of product following delivery to the EXW point, including any damage or loss in transit unless the shipment is booked as insured.

Inspection, Acceptance, Returns:

Purchaser will thoroughly inspect each shipment of products promptly upon receipt. All products will be deemed to have been accepted ten (10) days after receipt, except for products for which Purchaser makes a written claim of non-conformance within such time. All products made the subject of such a claim will be deemed to have been accepted ten (10) days after receipt by Purchaser of conforming goods. No products may be returned to Mod-Tronic except by prior authorization by Mod-Tronic. All such returns will be subject to Mod-Tronic's then-current returned goods policies and procedures.

Force Majeure:

Mod-Tronic shall not be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire and natural disaster), any civil or military action, or any other cause or event not reasonably within Mod-Tronic's control.

Entire Agreement:

These Terms and Conditions constitute the entire agreement between the Purchaser and Mod-Tronic. In the case of conflict, terms and conditions contained herein will supersede and control any contrary terms. Any purchase order, written confirmation, or other reasonable expression of acceptance by Purchaser will form an acceptance, which is expressly limited to the terms and conditions of this acknowledgment or invoice. Any different, additional, or inconsistent terms or conditions of Purchaser's purchase order or other documents will constitute a material alteration of Mod-Tronic's offer, and unless specifically accepted in writing by an authorized representative of Mod-Tronic, are objected to and will not be binding on or effective against Mod-Tronic.