

## **WARRANTY, LIMITATION OF LIABILITY AND SERVICE INFORMATION**

HAMILTON THORNE warrants that its products will perform in accordance with HAMILTON THORNE published specifications (or the specifications agreed to, in writing, by Buyer and HAMILTON THORNE and made a part of the sales contract) for a period of one year from date of original shipment.

During this warranty period, HAMILTON THORNE will, at no cost, promptly repair or replace any defective equipment returned to HAMILTON THORNE, transportation charges prepaid via the same or like method as received, except where special handling or shipment is requested by Buyer, in which case Buyer shall pay all charges.

This warranty shall not apply to damage resulting from abuse, negligence, accident or loss, or damage in transit. The warranty shall be voided should the Buyer attempt any repairs or alterations without prior written permission of HAMILTON THORNE.

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

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

The Buyer and HAMILTON THORNE 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 HAMILTON THORNE option, refund of the purchase price. HAMILTON THORNE 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 buyer for any alleged breach of the warranty set forth herein shall be brought to the attention of HAMILTON THORNE by 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 HAMILTON THORNE. 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 HAMILTON THORNE unless such modification or representation is made in writing and signed by a duly authorized officer of HAMILTON THORNE.

Repairs and/or replacement under the terms of this warranty shall not extend the warranty life of the original equipment supplied.

After the warranty period, all repairs and service must be performed by HAMILTON THORNE service engineers or by authorized agents.

### **RETURNS:**

A Return Authorization Number must be obtained before returning any product to HAMILTON THORNE. Please call 1-800-323-0503 in the U.S., 1-978-921-2050 outside of the U.S., or your local distributor for this Return Authorization Number.