

One Year Extended Warranty Agreement LabNEXT Inc

For equipment that have been in use after expiration of the standard 1 year warranty period.

The LabNEXT Extended Warranty Agreement must be purchased within the standard warranty period.

LabNEXT warrants that microarrayer S/N_____ shall be free from defects in material and workmanship under normal use and service for an additional period of one (1) year beyond the standard one (1) year warranty.

If any defects are discovered in the product within the Extended Warranty period, LabNEXT will either repair the defect or replace the product. LabNEXT will have sole discretion in determining whether a defective product or product part will be either repaired or replaced under this warranty. The buyer is responsible for shipping any defective product or product part to LabNEXT for repair or replacement. LabNEXT will ship repaired or replaced product or product part to the buyer at no charge. All expedited shipping charges are the responsibility of the buyer. Buyer is responsible for adequate packaging of the product to prevent damage

WHAT IS NOT COVERED. This Service Plan does not cover the following: (i) incidental or consequential damages, or pre-existing conditions; (ii) damage from: accident, abuse, misuse, introduction of foreign objects into the Product, liquid events, exposure to abnormal heat or cold, power surges, altered serial numbers, unauthorized Product repairs, modifications or alterations, failure to follow the manufacturer's instructions, third-party actions, fire, collision, vandalism, theft or the like, elements or acts of war, acts of God, improper use of any electrical source; (iii) cosmetic damage to the Product's case or frame, or to any non-operating part including decorative parts, and doors; (v) preventative maintenance; (vi) damage which is not reported prior to expiration of this Service Plan; (vii) cost of installation, removal or reinstallation of the Product;

The Extended Warranty agreement does not cover microarray pins and membrane holders.

This Extended Warranty does not cover and shall be void for (a) defects or damages resulting from fire or theft, (b) defects, damages, or loss resulting from intentional misuse, abuse, neglect, or alterations by, or directed by, the owner of the device, and (c) defects or damages resulting from service or repair by anyone other than the Company.

RESEARCH USE

Equipment used for producing microarrays for the purposes of the entity, user or researcher purchased the equipment.

INDUSTRIAL USE

Equipment used for producing microarrays intended for entities, users or researchers other than the purchaser and operator of the microarrayer is considered as Industrial Use for the purposes of this agreement and is subject for higher fees for extended warranty.

This Extended Warranty is not transferable.

WARRANTY COVERAGE INTERRUPTION AND REINSTATEMENT

One year warranty periods start from the day the equipment was delivered to the purchaser. Initially Extended Warranty must be purchased by the user with a year from the date of the equipment delivery. Subsequently Extended Warranty must be purchased for the next year period before expiration of the current warranty period.

If the the Extended Warranty is not purchased for the next warranty period within the currently active period, warranty coverage is interrupted and can be reinstated, subject to the following conditions:

a) LabNEXT may request equipment inspection at users cost. LabNEXT may deny Extended Warranty due to the equipment condition.

It is solely decision of LabNEXT to accept or deny extended warranty after the interruption.

b) Warranty Purchaser must pay Reinstatement Fee equal to one year extended warranty in addition to the next period Extended Warranty fee.

PAYMENTS. The Warranty Purchaser hereby tenders the sum equal to 12% of the purchase price of the equipment for RESEARCH USE and 18% of the purchase price for INDUSTRIAL USE for the purchase of this Extended Warranty.

EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT PRINTED ABOVE, LABNEXT MAKES NO OTHER WARRANTIES, AGREEMENTS OR CONDITIONS, AND THE AGREEMENT SET FORTH ABOVE IS GIVEN IN LIEU OF ALL OTHER WARRANTIES AND/OR AGREEMENTS, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES AND/OR AGREEMENTS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND IS THE ONLY WARRANTY AND/OR AGREEMENT FOR THIS PRODUCT. STINGER EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR AGREEMENTS AND CONDITIONS NOT STATED IN THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR AGREEMENTS FOR THIS PRODUCT THAT EXTEND BEYOND THE EXPRESS AGREEMENT PRINTED ABOVE. IMPLIED WARRANTIES AND/OR AGREEMENTS THAT MAY BE IMPOSED BY LAW, IF ANY, ARE LIMITED IN DURATION TO THE AGREEMENT PERIOD.

ANY LIABILITY OF LABNEXT AND/OR ITS AFFILIATES FOR THIS PRODUCT, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT UNDER THE TERMS OF THE AGREEMENT PRINTED ABOVE. UNDER NO CIRCUMSTANCES SHALL LABNEXT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

LabNEXT Inc.