

## **One Year Extended Warranty Agreement LabNEXT US.**

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.

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