Full Spectrum Analytics, Inc.

Warranty Statement

<u>Field Service-</u> Full Spectrum Analytics, Inc. (FSA) warrants its service and parts installed during the service call for a period of 90-days. Parts proven to be defective in workmanship or materials within this 90-day period after initial service call will be replaced free of charge to the customer. Labor and travel to the customer site will be included under this warranty. Most warranty issues may be resolved by telephone. Before a warranty call is opened by FSA, telephone troubleshooting will be attempted.

<u>In-House Service-</u> All instruments shipped or delivered to FSA for in-house service will have a 90-day warranty on parts and labor. However, instruments must be shipped or delivered back to FSA for all in-house warranty work. All returned instruments must reference a valid Return Materials Authorization (RMA) number. Most warranty issues may be resolved by telephone. Before a warranty call is opened by FSA, telephone troubleshooting will be attempted.

<u>Instruments Purchased-</u> FSA warrants all instruments sold directly to its customers for one year unless otherwise stated on a separate cover or on a signed quotation. Parts, travel and labor are included with this warranty. Consumables items such as, but not limited to, septas, lamps, multipliers, ferrules, needles and glassware are not covered under warranty. Instruments must be professionally installed by qualified Field Service Personnel in order to validate this warranty. FSA is not responsible for specialized applications (regulated or non-regulated methods). System applications, data archiving and data accuracy are the responsibility of the customer.

<u>Customer Responsibility</u>- The customer shall provide: 1) access to the instrument during warranty coverage; 2) adequate working space for FSA representative; 3) consumable items required to complete repairs; 4) access to the data system and log books of instruments to be repaired.

Limitation of Liability- All repair work must be authorized by FSA. FSA shall be released from all obligations under its warranty in the event repairs or modifications are made by persons other than an FSA authorized service representative. FSA's liability under this agreement is limited to the repair of the instrument covered by this warranty and the replacement of parts as provided by this agreement. All other warranties and representations are hereby expressly denied by FSA and waived by the Customer. In particular, FSA is not liable for the loss of irretrievable data, revenue, profits, employee productivity, consultant time, damages to the facility, injury to personnel or third parties caused by the instrument, including but not limited to consequential damages, whether due to the failure of the instrument or due to the services and parts provided by FSA. This agreement does not cover repair of instruments, which have been damaged by the intentional or negligent misconduct of Customer, its employees, other third parties, including fire, flood, earthquake or other Acts of God. The Customer shall hold harmless, defend by counsel reasonably acceptable to, and fully indemnify Full Spectrum Analytics, Inc. its shareholders, directors, assigns, officers, and employees against any expenses incurred by Customer in connection with any action, suit or proceeding to which Customer may be a party to. This states our entire liability in respect to such products and services, unless otherwise authorized by an FSA representative expressed in writing. This agreement shall be governed by the laws of the State of California.

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