

# FOSS' GLOBAL WARRANTY POLICY

## 1. Introduction

This warranty policy applies to FOSS instruments, parts, consumables, software and services and is valid as of 1<sup>st</sup> June 2020. This warranty follows the instrument for the full time of the warranty period.

## 2. Instrument Warranty

FOSS warrants that instruments conform to FOSS' published specifications and are free from defects in materials and workmanship as follows:

New instruments: For a period of 365 days from date of installation or 425 days from the date of invoice, whichever comes first.

Refurbished instruments: For a period of 180 days from date of invoice.

If FOSS repairs an instrument under warranty, relevant parts can be replaced with new or refurbished parts at FOSS' discretion. The repaired or replaced instrument or part will be covered through the end of the original warranty period set forth above but no repair or replacement will extend the original warranty period.

## 3. Parts Warranty

FOSS warrants that parts installed by FOSS or its authorized representatives or agents conforms to FOSS' published specifications and are free from defects in material and workmanship as follows:

New parts: For a period of 365 days from date of installation or 425 days from the date of invoice, whichever comes first.

Refurbished parts: For a period of 180 days from date of invoice.

## 4. Warranty on Consumables

FOSS warrants that consumables conform to FOSS' published specifications and are free from defects in workmanship and materials until the latest of (i) the stated "expiration date" or (ii) 90 days from date of invoice.

## 5. Software and Digital Services Warranty

FOSS warrants that standard software and Digital Services will perform substantially in accordance with FOSS' published specifications and any accompanying user documentation for a period of 365 days from date of invoice. Any customized software or

third-party software, and beta and pre-release versions of the software or Digital Services, are supplied "as is" without warranty of any kind, including any warranty of merchantability, fitness for a particular purpose or non-infringement of third-party intellectual property rights. Any software warranty in any software license agreement between FOSS and the customer will take precedence over this software warranty.

## 6. Service Warranty

For instruments and parts under warranty: FOSS provides service free-of-charge during the applicable warranty period.

For instruments no longer under warranty: FOSS provides service on time and material basis.

FOSS warrants that all services will be performed in a professional and workmanlike manner in accordance with industry standards. Warranty services can be provided 1) at the location of the customer, 2) as FOSS supported self-replacement or 3) at a FOSS service location, as deemed appropriate by FOSS.

## 7. Warranty Exceptions

FOSS' warranties herein do not cover failures resulting from: (i) Normal wear and tear, accident, misuse or any other use not in accordance with FOSS' documentation or industry practice; (ii) customer's failure to provide power, air, supplies, storage conditions, or an operating environment that conforms to FOSS' documentation or industry practice; (iii) failure to follow the maintenance procedures in FOSS' documentation and guidance; (iv) repair or service by anyone other than FOSS or its authorized representatives; (v) the warranted products or any part thereof, being used, or coming into contact, with any instrument, parts, supplies or consumables not manufactured, distributed, or approved by FOSS; or (vi) any modifications to the warranted products not approved by FOSS.

## 8. Warranty Disclaimer

This Warranty Policy contains the customer's exclusive remedies and FOSS' sole obligation for any breach of this Warranty Policy. These warranties are in lieu of all other warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. No modifications to this Warranty Policy shall be binding on FOSS unless made in writing and executed as a contract by an authorized FOSS Sales Representative.