

Warranty

SRI will repair or replace any defective parts within two years from the date of shipment. Consumable items such as TCD filaments, NPD beads, DELCD heaters, FPD photomultiplier tubes, ECD detector cells, lamps, heaters, septa, traps, filters, columns, syringes, etc, are excluded. Replacement or repair shall be the purchaser's only remedy, and in no case shall SRI's liability exceed the original purchase price. The equipment is purchased without any other warranty expressed or implied, including, without limitation, any warranty of merchantability, any warranty arising from a course of dealing, performance of usage of trade and/or any warranty that the equipment is fit for any particular purpose or trade. The purchaser agrees to assume all risks of defects relating to the design, construction, purchase, operation, condition, maintenance, possession and use of the equipment, and to release SRI, to the maximum extent allowed by law, from any and all liabilities, claims, or demands of any nature, including without limitation any claims based on incidental or consequential damages (foreseeable or not), lost earnings, negligence (active or passive), strict liability, breach of agreement or misconduct. The purchaser is aware of and waives the provisions of California Civil Code Section 1542, ("A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor"), and/or all other laws, local, state, federal, or international, of similar intent, scope or purpose, relating to the release of unknown or unexpected claims. It is expressly agreed that the possibility of such unknown or undiscovered claims exist and has been explicitly taken into account in determining the equipment's purchase price and that consideration has been adjusted, having been bargained for in full knowledge of the possibility of such unknown claims. In the event the equipment is sold, loaned, or otherwise transferred, purchaser agrees to bind the third party to the terms of this agreement as a condition of transfer. Purchaser is aware of the dangers, and hazards inherent in operating chromatographs, data systems, and hydrogen generators including but not limited to the warnings listed in the SRI Instruments Products Operation and Service Manual. No agent, representative, distributor, or employee of SRI has authority to amend this warranty in any way. In the event that any term or provision of this warranty is subject to valid claim of unenforceability, such term or provision shall be narrowly construed, the remaining provisions shall nevertheless survive, granting SRI the greatest possible protection then available under law.