

# 5 Year Limited Warranty Terms



## Limited Warranty

This document contains Limited Warranty information for Monmouth Scientific Products, which is specifically applicable to all Monmouth-manufactured Products, unless expressly stated otherwise. This document provides the Contract Terms and information associated with the 5 year Limited Warranty. The Limited Warranty is specific in only covering standard Products or items where the extended five year Limited Warranty is expressly offered, and documented certification is issued by Monmouth Scientific.

This Limited Warranty applies only to Monmouth Scientific-branded Products (collectively referred to in this document as 'Monmouth Scientific Products') sold by Monmouth Scientific – a trading name of Monmouth Surgical Limited, its worldwide affiliates, authorised resellers, or country distributors (collectively referred to in this Limited Warranty as 'Monmouth Scientific') with this Limited Warranty. The term 'Monmouth Scientific Product' is limited to the standard range of Products within the trade name, unless Monmouth Scientific specifically offers otherwise. In this instance, such an offer will be documented separately to this contract. The term 'Monmouth Scientific Product' DOES NOT include any non-Monmouth Scientific Products.

Monmouth Scientific guarantees that the Monmouth Scientific Product that you have purchased is free from defects in materials or workmanship at the point of supply, and will remain so under normal use during the Limited Warranty period. The Limited Warranty period starts on the date of purchase from Monmouth Scientific. Your dated sales or delivery proof receipt, showing the date of purchase of the Product, is your proof of the purchase. You will be required to provide proof of purchase as a condition of receiving the Limited Warranty service. You are entitled to our Limited Warranty service according to the terms and conditions of this document, if a repair to your Monmouth Scientific Product is required within the Limited Warranty period.

During the Limited Warranty Period, Monmouth Scientific will, at its sole discretion, repair or replace any defective component part. All component parts or Products removed under this Limited Warranty become the property of Monmouth Scientific. In the unlikely event that your Monmouth Scientific Product has recurring failures which cannot be resolved, which fundamentally prevent your Product from operating as intended, Monmouth Scientific, at its sole discretion, may elect to (a) provide you with a replacement unit of Monmouth Scientifics' choosing that is the same Model, or equivalent current Model, as your Monmouth Scientific Product, or (b) give you a refund of your purchase price (pro-rata to current market value) instead of a replacement. This is your exclusive remedy for defective Products.

It is mandatory that the unit Product number and serial number be made available when requesting a Limited Warranty service event. Failure to do so will result in the event being deemed out of Limited Warranty by Monmouth Scientific or, Monmouth Scientifics' Authorised Service Providers, and therefore chargeable to you the Customer.

## Exclusions

Monmouth Scientific does not guarantee that the operation of this Product will be uninterrupted or error-free. Monmouth Scientific is not responsible for damage that occurs as a result of the Customer's failure to follow the instructions intended for the Monmouth Scientific Product. Monmouth Scientific expressly refutes liability or obligation to ensure that instruction has been read, understood or enforced on any Product. Further, NO liability for injury, damage or loss will be accepted for any equipment failure through misuse or deviation from intended use and operation. In all cases it is the responsibility of the customer to perform risk analysis and ensure, with daily checks if necessary, that the equipment is fit for purpose and safe to use.

This Limited Warranty does not apply to expendable or consumable parts and does not extend to any Product where:

- the serial number has been removed, damaged or rendered defective:
- the Product has been rendered inoperable through accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration, or other external causes
- operation has occurred outside the usage parameters stated in the user documentation that is shipped with the Product (including incorrect filter selection or fitment)
- software, interfacing, parts or supplies not supplied by Monmouth Scientific have been used

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- the Product has not been properly maintained on site, whether through lack of regular Servicing, improper Filter changes, not adhering to recommended Filter changes, or otherwise
- improper installation to site has taken place by anyone other than a Monmouth-employed engineer
- loss or damage in transit has occurred
- modification or service has taken place by anyone other than a Monmouth-employed engineer
- you have introduced and installed end-user replaceable Monmouth Scientific or Monmouth Scientific approved parts
- the Product has been subjected to chemical attack through improper use

## **Limitation Of Liability**

If the Monmouth Scientific Product fails to work as warranted above, Monmouth Scientific's maximum liability under the Limited Warranty is expressly limited to the lesser of the price paid for the Product or the cost of repair or replacement of any components that malfunction in conditions of normal use. Except as indicated above, in no event will Monmouth Scientific be liable for any damages caused by the Product or the failure of the Product to perform, including any lost profits or savings, business interruption, loss of use or any other commercial or economic loss of any kind, including special, incremental, or consequential damages. Monmouth Scientific is not liable for any claim made by a third party or made by you for the third party. This limitation of liability applies whether damages are sought, or a claim is made under this Limited Warranty or as a tort claim (including negligence and strict Product liability), a contract claim or any other claim. This limitation in liability cannot be waived or amended by any person. This limitation of liability will be effective even if you have advised Monmouth Scientific, or an authorised representative of Monmouth Scientific, of the possibility of any such damages or even if such possibility were reasonably foreseeable. This limitation of liability, however, will not apply to claims for personal injury.

This limited liability gives specific legal rights. You may also have other rights that may vary from country to country. You are advised to consult applicable United Kingdom or local country laws for a full determination of rights.

If Monmouth Scientific determines that the existing damage / failure is not covered by the Limited Warranty (i.e: failure of non-Monmouth Scientific items / options etc.) the end user will be contacted to determine whether such damage / failure should be repaired at a charge. All associated costs are charged to the Customer and a formal 'request to repair' constitutes agreement to make payment for such charges.

Monmouth Scientific's Limited Warranty obligation extends only to Products manufactured by Monmouth Scientific.

MONMOUTH SCIENTIFIC IS NOT RESPONSIBLE FOR ANY DAMAGE OR INJURY OR LOSS ASSOCIATED WITH EQUIPMENT FAILURE. IT IS THE EXPRESS RESPONSIBILITY OF THE CUSTOMER TO CARRY OUT REGULAR RISK ASSESSMENT OF THE EQUIPMENT AND INTENDED USE. MONMOUTH SCIENTIFIC IS NOT RESPONSIBLE FOR ANY DAMAGE, INJURY OR LOSS ASSOCIATED WITH INCORRECT FILTER FITMENT. IT IS THE CUSTOMER'S RESPONSIBILITY TO CHECK CORRECT FILTER SELECTION AND FITMENT PRIOR TO USE OF CABINET.

## **Customer Responsibilities**

To enable Monmouth Scientific to provide the best possible support and service during the Limited Warranty Period, you will be required to:

- maintain a proper and adequate environment, and use the Monmouth Scientific Product in accordance with the instructions furnished. This includes routine cleaning internally and externally.

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- co-operate with Monmouth Scientific in attempting to resolve the problem over the telephone. This may involve performing routine diagnostic procedures initially (such as installing or replacing consumable parts, re-setting and checking parameters as requested) before an engineer attends
- notify Monmouth Scientific if you use Monmouth Scientific Product in an environment that poses a potential health or safety hazard to Monmouth Scientific employees or subcontractors. Monmouth Scientific may require you to maintain such Products under Monmouth Scientific supervision and may postpone the Limited Warranty service until you remedy such hazards. It will be a requirement of any works on the equipment that is it made safe, decontaminated and that you sign and certify that the equipment is SAFE and CLEAN for any works by Monmouth Scientific or its appointed service agents.

Any equipment that is contaminated and cannot be made safe for works, including internal areas of the cabinet cannot and will not be covered under this Limited Warranty. If Monmouth Scientific or appointed agents attend site and find the Product to be not fit or safe for remedial works or inspection, this visit will be chargeable.

## **Types Of Limited Warranty Service**

Listed below are the types of Limited Warranty Services that may be applicable to the Monmouth Scientific Product you have purchased. For more details, refer to the 'Limited Warranty Period' section.

### **Customer Self Repair**

Monmouth Scientific Products are designed with some Customer Self Repair (CSR) parts to minimise repair time and allow for greater flexibility in performing defective parts replacement. If during the diagnosis period Monmouth Scientific identifies that the repair can be accomplished by the use of a CSR part, Monmouth Scientific will ship that part directly to you for replacement. There are two categories of CSR parts:

- Parts for which Customer self-repair is mandatory. If you request Monmouth Scientific to replace these parts, you will be charged for the travel and labour costs of this service.
- Parts for which Customer self-repair is optional. These parts are also suitable for customer self-repair. If however, you require that Monmouth Scientific replace them for you, this may be done at no additional charge under the Limited Warranty.

Based on availability and where geography permits, CSR parts will be shipped for economy delivery. Next business day or same-day or four-hour delivery may be available at an additional charge where geography permits. If assistance is required, you can call the Monmouth Scientific Technical Support Team and a technician will assist you over the phone. Monmouth Scientific will specify in the materials shipped with a replacement CSR part whether or not a defective part must be returned to Monmouth Scientific. In cases where it is required to return the defective part to Monmouth Scientific, you must ship the defective part back to Monmouth Scientific within a defined period of time, normally five (5) business days. The defective part must be returned with the associated documentation in the provided shipping material. Failure to return the defective part will result in Monmouth Scientific charging you for the replacement part. With a customer self-repair, Monmouth Scientific will pay all shipping and return costs for the part, and determine the courier / carrier to be used.

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## **On-Site Limited Warranty Service**

Your Monmouth Scientific Limited Warranty may include an on-site Limited Warranty service. Under the terms of on-site service, Monmouth Scientific may, at its sole discretion, determine if a defect can be repaired:

- Remotely, via telephone support
- by the use of a CSR part
- by a service call at the location of the defective unit

If Monmouth Scientific ultimately determines that an on-site service call is required to repair a defect, the call will be scheduled during standard office hours unless otherwise stated for the Monmouth Scientific Product you purchased. Standard office hours are typically 08:00 to 17:00, Monday through to Friday, but may vary with local business practices. If the location of the defective unit is outside the customary service zone (United Kingdom Mainland), response times may be longer or there may be additional charges. To locate the nearest Monmouth Scientific authorised service provider, refer to Monmouth Scientific Head Office.

In order to receive on-site support, you must:

- upon initial purchase / delivery of the Product, have Monmouth Scientific or authorised service agent set-up, validate and commission your Product.
- ensure that all manufacturers' labels (such as serial numbers) are in place, accessible and legible
- maintain an environment consistent with Product specifications and supported configurations
- notify Monmouth Scientific if Products are being used in an environment which poses a potential health or safety hazard to Monmouth Scientific employees or subcontractors
- have a representative present when Monmouth Scientific provides Limited Warranty services at your site
- have annual validation and maintenance of your Product carried out by Monmouth Scientific or an authorised Monmouth Scientific Service Agent, once the initial 12 months Limited Warranty have elapsed--- we allow up to a maximum of 2 months' grace of this date
- only use Monmouth Scientific approved consumable parts for your Product.
- subject to reasonable security requirements, provide Monmouth Scientific with sufficient, free and safe access to all facilities, information and systems deemed necessary by Monmouth Scientific to provide support

Monmouth Scientific shall not be liable for technical or editorial errors or omissions contained herein. The information in this document is subject to change without notice. Monmouth Scientific is a trading name of Monmouth Surgical Limited. This warrantee is NON-TRANSFERABLE unless agreed in writing by Monmouth Scientific.

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