

# Limited Warranty

## For SmartLyte/ProLyte Electrolyte Analyzer

Diamond Diagnostics Inc. warrants its electrolyte Analyzer for functionality during normal laboratory use for its intended clinical application as indicated in the Operator's Manual. The warranty shall ensure the Analyzer is free from defects in workmanship and materials. This warranty shall continue for a period of one year, commencing from the date of invoice issuance or date of shipment from Diamond Diagnostics whichever is earlier. Consumable items are covered under separate warranty time period and protocols.

This warranty is limited to the replacement of the electrolyte Analyzer components proven to be defective during the warranty period as outlined above. This warranty does not cover consumable or peripheral items supplied with Analyzer. This warranty is not transferable. Replacement parts and services will be deemed invalid for (1) Customer neglect, misuse, or improper operation; (2) accident, electrical service anomaly, fire, theft, vandalism, negligence, misuse, spills, abuse; (3) delays caused by Customer; (4) the action of any persons other than Diamond Diagnostics service representatives; (5) Customers failure to perform routine maintenance; (6) modifications of the Analyzer covered by this Agreement without prior written approval of Diamond Diagnostics; (7) unsuitable environment conditions, (including but not limited to dust, heat, humidity); or the use of expendables and reagents not recommended by Diamond.

This warranty will not exceed to any service charges (labor, travel, surcharges), repairs or modifications made to the Analyzer. The Analyzer may not be returned to Diamond Diagnostics for refund or credits. The liability for all matters from the supply, installation, use, repair and maintenance of the Analyzer, whether arising under this Warranty or otherwise, shall be limited solely to the replacement of components thereof. All replacement parts must be supplied at the sole discretion of Diamond Diagnostics. Diamond Diagnostics shall not reimburse Customer for any parts it may purchase in lieu of this Warranty without prior written authorization.

All authorizations must be in written form. Unless this warranty is being presented in the English language, this warranty is translated into various languages from English. In the event that there is ambiguity of interpretation or inconsistencies in translation, the English version shall prevail.

The foregoing obligations are in lieu of all other obligations and liabilities including negligence and all warranties, of merchantability or otherwise expressed or implied in factor by law. the foregoing states our entire and exclusive liability, and buyer's exclusive remedy, for any claim or damages in connection with the suitability for use, installation, or operation, Diamond Diagnostics will in no event be liable for any special or consequential damages whatsoever, and our liability under no circumstances will exceed the purchase price for the goods for which liability is claimed. In some instances, units may contain reconditioned (as new) parts.