

Limited Warranty For Reconditioned Analyzer

Diamond Diagnostics Inc. warrants its reconditioned instrumentation for functionality during normal laboratory use for its intended clinical application. The warranty shall ensure the instrumentation is free from defects in workmanship and materials. This warranty shall continue for a period of one hundred and eighty (180) days, commencing from the date of invoice issuance or date of shipment from Diamond Diagnostics whichever is earlier.

This warranty is limited to the replacement of component parts proven to be defective during the warranty period as outlined above. This warranty does not cover consumable or peripheral items supplied with instrumentation. 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.

Service coverage, as provided by a certified biomedical engineer, is to be contracted by the customer. Diamond Diagnostics will provide replacement of covered defective parts during the warranty period solely on behalf of service professionals credentialed for the instrumentation purchased. A credentialed service professional is one who a) has been trained and certified by the original equipment manufacturer, b) who has been trained and certified by Diamond Diagnostics or c) is a qualified service professional and deemed acceptable as per the discretion of Diamond Diagnostics. This warranty does not include technical support or telephone support. Diamond shall not replace defective parts directly to an end-user of the instrumentation without consent from a qualified service professional. All communication concerning instrumentation warranty and related activity with Diamond technical support must be conducted by a Credentialed service professional as defined above.

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 credit. Diamond Diagnostics 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 shall not reimburse Customer for any parts it may purchase in lieu of this Warranty without prior written authorization.

All component parts of Diamond instrumentation are marked with protective technology allowing Diamond Diagnostics to validate its authenticity and origin. Unless otherwise authorized, defective items must be returned to Diamond Diagnostics, at the freight expense of the customer, prior to issuance of its replacement. Each received part shall be verified for authenticity and performance prior to replacement. Items that do not possess the appropriate marking will not be replaced and the claim shall be denied.

All authorizations must be in written form.

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 fact or 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.