

## 12 MONTH LIMITED WARRANTY

### TERMS AND CONDITIONS FORM 12B

**ELECTRO IMPULSE LABORATORY, INC.** warrants each unit of its manufacture to be free from defects in material and workmanship for a period of 12 months. Our obligation under this Warranty is limited to servicing and/or replacing defective parts of any unit returned to our factory for that purpose, and to making good at our factory any part or parts thereof, except those parts which normally wear out and have a short life, such as, but not limited to, bulbs, fuses, belts, filter cartridges, semi-conductor devices, seals and wear items, within 12 months after shipment from our plant as determined by original invoice to the original purchaser.

Repaired materials and associated labor are covered for a 6 month period only on the work performed. Similarly, repair parts sold separately are covered for a six month period and are limited to repair or replacement of the part(s) at our plant.

The defective equipment must be brought to our attention in writing and must be returned to us only if we have so authorized in writing, with round-trip transportation charges having been prepaid by buyer, for examination and correction by us, if the defect is covered under this Warranty, as determined by our inspection. If the defect has been caused by misuse, customer installation error, abnormal conditions of operation, neglect, repair or attempted repair by anyone not authorized by **ELECTRO IMPULSE LABORATORY, INC.**, or if the repairs are for ordinary, minor adjustments, calibration adjustments, and/or ordinary maintenance items, the same are deemed not to be covered by this Warranty and will be repaired, corrected and/or replaced and will be billed under the normal rate schedules of **ELECTRO IMPULSE LABORATORY, INC.** In such case, an estimate will be submitted by **ELECTRO IMPULSE LABORATORY, INC.** to customer before such work is undertaken and a written authorization to proceed will be required of buyer prior to initiation of repair functions.

If any fault develops, the following steps should be taken:

1. Notify us, giving full details of the difficulty, and include the model number and serial number, your name, address, and telephone number. On receipt of this information, we will give you service instructions and/or shipping instructions.
2. On receipt of shipping instructions, forward the unit, round-trip freight prepaid and insured to the factory and repairs will be made at the factory subject to the foregoing.

**ELECTRO IMPULSE LABORATORY, INC.** reserves the right to make changes in design at any time without incurring any obligation to install same on units previously sold.

This Warranty is expressly in lieu of all other obligations or liabilities on the part of **ELECTRO IMPULSE LABORATORY, INC.** and **ELECTRO IMPULSE LABORATORY, INC.** neither assumes nor authorizes any other person to assume for them, any other liability in connection with the sale of **ELECTRO IMPULSE LABORATORY, INC.** instruments.

This Warranty applies regardless of conditions to the contrary that are included as part of the buyer's purchase order.

THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE AND THE SAME ARE HEREBY DISCLAIMED IN WHOLE OR IN PART, BY THE SELLER, AS BUYER HAS THOROUGHLY EXAMINED AND INSPECTED THE SUBJECT EQUIPMENT AND HAS ACCEPTED THE SAME IN "AS IS" CONDITION. IN THE EVENT LOCAL LAWS PROHIBIT THIS DISCLAIMER, THE DURATION OF THESE WARRANTIES SHALL BE LIMITED TO THE LENGTH OF TIME OF THIS WARRANTY.

The obligation of **ELECTRO IMPULSE LABORATORY, INC.** under this Warranty is limited strictly to the terms set forth herein above and buyer, consumer or user of the products shall claim no setoff or counterclaim from any monies which may be due and owing **ELECTRO IMPULSE LABORATORY, INC.** as a result of the sale of such product to such buyer, consumer or user, and **ELECTRO IMPULSE LABORATORY, INC.** shall not be liable for any damages of any kind, whether incidental or consequential or otherwise, except for repair or replacement as set forth above.

## **Conditions of Sale**

All pricing is in US dollars, FOB Neptune, New Jersey (USA) and includes standard commercial packaging. Not for export - see below. Minimum order \$200.00.

Determination of price, terms and conditions of sale and final acceptance of orders are made ONLY at our Neptune, New Jersey (USA) factory.

## **Insurance**

FOB origin shipments are NOT insured unless specifically ordered/funded (extra charge is involved).

## **Specifications**

We reserve the right to discontinue any item without prior notice and to change physical and electrical specifications at any time without incurring any obligation to incorporate the feature and parts previously sold.

## **Return Policy**

All **ELECTRO IMPULSE** equipment, including spare parts, are custom made to order and are NON-CANCELLABLE/NON-RETURNABLE.

## **Title and Risk Of Loss**

Title to any product sold and risk of loss for such products pass to buyer upon delivery by seller of the products to a common carrier, and any claim for loss or damage shall be made by buyer directly with said carrier.

## **Export Orders**

Our standard quotes cover shipment ONLY to USA destinations. It is the responsibility of the customer to notify us if any of these products are for export. Restrictions, additional charges and other terms and conditions will apply. Any export purchase is subject to US Government Export regulations. Contact our export sales manager (Tom McNicholas, ext. 135) for more details.