

PerkinElmer Life and Analytical Sciences Instrument Warranty

Term and Coverage of our Warranty*:

For a period of twelve (12) months from the date of shipment (the “Instrument Warranty Period”), we warrant that our instruments are free from defects in materials and workmanship (the “Warranty”). During the Instrument Warranty Period, except as otherwise indicated by us in a quotation, we will provide the following services at no additional charge:

- For field-serviceable repairs: parts, labor and travel.
- For return-to factory / depot repairs: parts, labor and the cost of return shipping.

An instrument moved to an alternate customer site will continue to be subject to the Warranty, provided the de-installation and re-installation are conducted by a PerkinElmer service engineer. The costs and expenses related to de-installation and re-installation shall be the responsibility of the customer.

Exclusions from the Warranty:

The following items are not covered under our Warranty:

1. Customer maintainable components, such as tips, burner and furnace chambers, lamps, power amplifier tubes, graphite tubes, sample cell holders, nebulizers and valves;
2. Consumables, such as columns, filaments, septa, plates, vials, screens and reagents;
3. Third party manufactured items, including, without limitation, personal computers, components and accessories (each of which shall be subject only to the warranty, if any, provided by the original manufacturer); and
4. Used, reconstructed, refurbished or previously owned instruments, which are sold by us “As Is”. A one-year service plan may be purchased and is highly recommended by us for used equipment. Demonstration units, however, are covered under our Warranty.

Warranty on Service and Spare/Replacement Parts:

We warrant the services we perform and the spare and replacement parts we install, for a period of ninety (90) days from the date of performance of such services and the date of installation of the spare or replacement part, respectively.

* Please refer to PerkinElmer Life and Analytical Sciences Standard Terms and Conditions of Sale for complete details on our Warranty coverage, including, without limitation, exclusions, limitations and remedies.

Warranty on Our Software :**

We warrant that our licensed software, for a period of ninety (90) days from the date our software is received by the customer, shall perform substantially in accordance with the standards set forth in the user documentation related to such software. Our software Warranty, however, does not extend and shall not apply to the extent that any breach of such Warranty is caused by the licensed software being: (a) not used in accordance with the user documentation supplied by us; (b) used in combination with any program material not licensed by us; (c) modified by the customer; or (d) used with equipment other than the designated equipment for such software.

Additional Exclusions and Limitations:

- i) The Warranty excludes any equipment or accessories which are identified on applicable price lists, quotations, or special promotional materials for which our Warranty may be further limited. Included within this category are items which are sold at specially reduced prices with reduced Warranty protection (in some cases, extended Warranty protection may be available for purchase).
- ii) The Warranty does not cover loss, damage, or defects resulting from: transportation to the customer's facility, improper or inadequate maintenance by the customer, customer-supplied software or interfacing, unauthorized modification or misuse, operation outside of the environmental specifications for the instrument, and/or improper site preparation or maintenance.
- iii) The Warranty applies only to instruments within the country of original delivery. Instruments transferred outside the country of original delivery, either by us at the direction of the customer or by the customer's actions subsequent to delivery, may be subject to additional charges prior to Warranty repair or replacement of such instruments, based on the actual location of such instruments and our Warranty and/or service surcharges for such location(s).
- iv) Except in the case of an authorized distributor, authorized in writing by us to extend the Warranty to distributor's customers, the Warranty applies only to the customer as the original purchaser from us and may not be assigned, sold or otherwise transferred to any third party.

** Please refer to PerkinElmer Life and Analytical Sciences Customer License Agreement for complete details on warranty coverage, for our software including, without limitation, exclusions, limitations and remedies.