

## Teledyne Monitor Labs

A Business Unit of **Teledyne Instruments, Inc.**

### LIMITED WARRANTY for Teledyne Monitor Labs' Products

#### Applicability and Compliance with Specifications

Teledyne Monitor Labs ("TML"), a business unit of Teledyne Instruments, Inc. warrants that all new products listed below, catalogued or manufactured by TML and furnished pursuant to a TML sales order will be of the kind and quality described in TML's quotation and current performance specification in effect at the time of shipment of such products.

#### Product Warranty Period

Teledyne Monitor Labs warrants that all such products, except consumable and fragile materials described below, when properly stored and applied, will be free from defects in material and workmanship for a time period not to exceed the first occurring date corresponding to the following listed time intervals, as specified below by product type. (NA = not applicable.)

Product/Service Type	Warranty Period (Months from Date of Original Shipment)		
	With Startup Performed by Seller Authorized Personnel	Without Startup Performed by Seller Authorized Personnel	Upon Installation or Initial Use
In-Situ Analyzers (SM8200, Flow, SM425, etc.)	18 months	12 months	Not applicable
Opacity/Particulate Monitors <sup>1</sup>	36 months	18 months	Not applicable
T-Series Gas Analyzers <sup>2</sup>	24 months	24 months	Not applicable
Other Gas Analyzers	12 months	12 months	Not applicable
Systems (Stack and Ambient) and Software (RegPerfect®, etc.)	18 months	12 months	12 months
Software Support Services	Not applicable	Not applicable	3 months
Spare Parts <sup>3</sup>	12 months	12 months	3 months
Seller Factory Repairs	3 months	3 months	Not applicable
Seller Field Services <sup>4</sup>	Not applicable	Not applicable	3 months

<sup>1</sup> LED source lamps in opacity monitors are warranted for eight (8) years.

<sup>2</sup> An additional year of warranty (third year) is available. Consult factory for pricing.

<sup>3</sup> As specified, or the original manufacturer's warranty period, whichever is longer.

<sup>4</sup> For warranty claims against Field Services, a customer purchase order is required to initiate a warranty determination visit. Expenses associated with travel to the site are not normally covered under warranty but may be negotiated if the warranty determination visit indicated that the original Field Service was not

successful or did not hold up through the three (3) month Field Service warranty period.

### **Consumable and Fragile Material Warranty**

Teledyne Monitor Labs warrants that consumable materials, which include but are not limited to lamps, filters, scrubbers, activated charcoal, pens/paper, plastic tubing, and all fragile materials such as glass and ceramic components supplied by TML either as part of an instrument or system, or separately, will be free from defects in material and workmanship at the time of shipment. A list of key consumables and expected lifetimes may be found in the applicable TML equipment operation and maintenance manual.

### **Teledyne Monitor Labs Obligations**

To repair or replace the defective product covered by this warranty at Teledyne Monitor Labs' designated facility is the sole and exclusive remedy under this warranty. TML may specifically exclude some third party supplied equipment from this warranty by applicable purchase contract documents, in which case they will be supplied with the original manufacturer's warranty.

### **Exclusions and Termination**

- This limited warranty is provided in lieu of all other warranties, whether statutory, expressed, or implied, including implied warranties of merchantability and fitness for a particular purpose.
- This warranty is limited to original products supplied by TML, and shall not be construed to apply to the simultaneous and/or interdependent operation of this equipment with devices (hardware and/or software) supplied by others.
- This warranty does not apply to damage caused by ordinary wear and tear or corrosion, nor does it apply to damage caused by misuse, abuse, vandalism, acts of God, or improper handling, storage, operation, or maintenance of the product.
- Warranties for products repaired in a non-factory-approved manner or altered by the user may be voided at TML's option.
- Upon the expiration of the applicable warranty period, TML's warranty liability shall cease and terminate.
- TML Application Software (i.e. RegPerfect®, etc.) is not warranted to run concurrent with other application programs installed on the same computer, unless specifically agreed to in writing for special application programs authorized by TML.
- Warranty for software products may be voided if the Personal Computer hardware has been modified by the end user.

The provisions of the foregoing warranty are in lieu of any other warranty, whether expressed or implied, written or oral (including any warranty of merchantability, performance, or fitness for a particular purpose or of title or non-infringement). Except for bodily injury of a person, manufacturer's liability arising out of the manufacture, sale or supplying of the products or their use or disposition, whether based upon warranty, contract, tort, or otherwise, shall not exceed

the actual purchase price paid to manufacturer for the products. In no event shall either manufacturer or customer be liable to each other or any person or entity for special, incidental, consequential, multiple, administrative, or punitive damages (including, but not limited to loss of profits, loss of data, or loss of use damages) arising out of the manufacture, sale or supplying of the products, even if manufacturer has been advised of the possibility of such damages or losses.

### **Software License Provisions**

TML provides a license to the purchaser of TML software for the use of this software, subject to the following restrictions:

- TML supplied software may include a combination of proprietary and/or copyrighted software belonging to TML and/or third party suppliers. Third party software, when incorporated as part of TML software, is provided with all required license fees paid by TML, and is subject to certain restricted use provisions as specified by the manufacturer.
- Copyrighted and/or proprietary software included from third parties, whether a part of TML software or required to be used in conjunction with TML software, will be subject to their own restricted use and/or license provisions.
- Software is to be used only on the PC-based computer system(s) supplied by, or designated by, TML.
- Software is not to be used in whole, or in part, on any other computer system not supplied by, or designated by, TML.
- Copying either operating manuals or software is not allowed without prior permission in writing.
- TML software, including operating manuals, is the proprietary information of TML, and copyright protected.
- TML software is non-transferable to another end-user.

TML may terminate this license, at its option, if the licensee does not comply with the license requirements.

### **Warranty Procedure**

- Customer shall notify TML of a defect within the warranty period and request a return authorization number and designated TML repair facility. Customer shall return the defective part or parts to the designated TML Customer Service Facility as set forth below, freight prepaid by the customer. TML will prepay the return freight.
- TML will notify the customer of TML's decision to repair or replace the defective part and the expected shipment date.
- At the customer's request, TML may elect to repair defective product(s) located in North America on site, in which case travel expenses, travel time, and related expenses incurred by TML personnel (excluding repair time) shall be paid by the customer.