

## Product Warranty

(1) Thermal Instrument Co. warrants that the products furnished under this Agreement will be free from defects in material and workmanship for a period of four years from the date of shipment. The customer shall provide notice of any defect to Thermal Instrument Company within one week after the Customer's discovery of such defect. The sole obligation and liability of Thermal Instrument Company under this warranty shall be to repair or replace, at its option and discretion, without cost to the Customer, the defective product or part.

(2) Upon request by Thermal Instrument Co, the product or part claimed to be defective shall immediately be returned at the Customer's expense to Thermal Instrument. Replaced or repaired products or parts will be shipped to the Customer at the expense of Thermal Instrument. Thermal Instrument Company shall have the right of final determination as to the existence and cause of defect.

(3) There shall be no warranty or liability for any products or parts that have been subject to misuse, accident, negligence, acts of God, lightning strikes, flooding, or failure of electric power or modification by the Customer without the written approval of Thermal Instrument. This warranty does not cover damage caused by customer's exposure of the goods to corrosive or abrasive environments. Final determination of warranty eligibility shall be made by Thermal Instrument Company. If a warranty claim is considered invalid for any reason, the Customer will be charged for services performed and expenses incurred by Thermal Instrument in handling and shipping the returned unit.

(4) The liability of Thermal Instrument Company shall be limited to replacing or repairing, at its option, any defective parts which are returned. Labor and related expenses incurred by the Customer to install replacement parts are not covered by this warranty.

(5) For replacement parts supplied or repairs made during the original warranty period, the warranty period for the replacement or repaired part shall terminate with the termination of the warranty period of the original product or part.

(6) The use of Thermal Instrument Company products are under exclusive control of the buyer. No warranty is given for the calibration, accuracy or workmanship of product into which Thermal Instrument Company products are installed. Thermal Instrument Company can only be held responsible for the calibration and accuracy of the product supplied by Thermal Instrument themselves as the manufacturer. Thermal Instrument Company specifically denies any liability arising from the buyer's application of Thermal Instrument Company products including any physical injuries or death arising directly or indirectly out of or in connection with the manufacture, sale, use, or defect of the products sold hereunder.

(7) No warranty is made with respect to custom equipment or products produced to Buyer's specifications except as specifically stated in writing by Thermal Instrument Company and contained in the agreement.

(8) THE ABOVE WARRANTY CONSTITUTES THE ONLY WARRANTY THAT THERMAL INSTRUMENT COMPANY WILL ABIDE BY ON PRODUCTS. THERMAL INSTRUMENT COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.