



## **ISC Limited Warranty**

This is the InnoSpectra Corporation ("ISC") Limited Warranty ("Limited Warranty") which applies to the Spectrometer sold by ISC (hereinafter referred to as "Product"), but excluding the built-in battery and lamp which are provided with no warranty.

Before operating your Product, please read carefully the safety instructions in the Product user manual. If the Product is not operated in accordance with the Product user manual, it may result in damage to the Product which may invalidate this Limited Warranty and may also cause harm or injury.

### **Product Warranty**

ISC warrants that the Product excluding the built-in battery and lamp will conform to ISC's specifications and be free from defects in material or workmanship. If the Product fails during normal and proper use within the Limited Warranty Period, then ISC, at its option, will repair or replace the Product in accordance with this Limited Warranty. This Limited Warranty applies only if the Product was purchased from ISC.

### **Limited Warranty Period**

The warranty period of the Product is thirteen (13) months from the date of purchase by the first user (“Limited Warranty Period”). The purchaser must retain the original purchase invoice to prove the date of purchase. If the purchaser fails to provide the invoice or there is no purchase date on the invoice, the Limited Warranty Period shall be calculated according to ISC’s policy.

### **Warranty Limitation and Exclusion**

ISC shall have no further obligation under the foregoing Limited Warranty in the following events:

- (1) The Product has been damaged due to abuse, misuse, exposure to smoke, accident, or
- (2) The Product has been opened, modified or repaired by anyone other than by ISC or its authorized agents, or
- (3) The defect is caused by abnormal use or failure to properly use the Product in the application for which said Product was intended, or failure to comply with the instructions of the user manual when using the Product, or
- (4) The Product was subjected to operating conditions outside of the range specified in the Product specification or in this warranty, or
- (5) Normal wear and tear of the parts or components of the Product, or
- (6) The defect is caused by negligence or failing to carry out appropriate maintenance by the purchaser, his customer, the end user or during transport, or in case of an act of God, or

- (7) The defect is caused by the fact that the Product was used with, or connected to, any product, accessory or software not manufactured, or supplied by ISC, or
- (8) Finding no fault or defects after it is tested by ISC or service facility authorized by ISC.

### **Processes of Return Merchandise Authorization (“RMA”)**

During the Limited Warranty period, to exercise this Limited Warranty, the purchaser must first contact 1) ISC or 2) a service facility authorized by ISC to get an authorized RMA number and follow ISC’s RMA processes. When returning Product to ISC, a Return Material Authorization Number (RMA #) is required and must be clearly displayed on the outside of the shipping carton or a similar package affording an equal degree of protection, and the purchaser shall pay all freight, duty, taxes, VAT, fees, incidental clearance and customs charges to ship the unit to an ISC Service Center or to a service facility authorized by ISC. If the defective Product is verified by ISC or the service facility authorized by ISC as RMA Product which is under the warranty coverage of this Limited Warranty, ISC or the service facility authorized by ISC will be responsible to repair/replace the defective Product and return the repaired/replaced Product to the purchaser at its own expenses.

### **Out of Warranty Service**

If the purchaser requests ISC to repair the Product which is non warranty or out of the Limited Warranty Period, the fees arising from such repairs or replacements including, but not limited to the freight, repair expenses and labor costs shall be borne by the purchaser.

### **Limitation of Liability**

IT IS UNDERSTOOD AND AGREED THAT ISC'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY PURCHASER AND UNDER NO CIRCUMSTANCES SHALL ISC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE LOSSES OR DAMAGES, INCLUDING BUT NOT LIMITED TO LOSSES OR DAMAGES FOR ANY LOST REVENUES OR PROFITS.

### **Transfer of Warranty**

If the Product be sold by the original owner, the balance of the standard warranty may be transferred to the new user provided that the original purchase documents are transferred to the new user also. This is necessary to show that the Product is within its Limited Warranty Period.

### **Disclaimer of Unstated Warranties**

THE WARRANTY PRINTED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE DISCLAIMED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND THE FOREGOING WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY ISC.