

## RASIRC Product Warranty

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### RASIRC Warranty

RASIRC products are warranted against defects in materials and workmanship for a period of one year (12 months) . During the warranty period, RASIRC will, at its option, either repair or replace products which prove to be defective. The warranty period begins on the date of delivery or if installed by RASIRC personnel on the date of installation. This warranty is in lieu of all other guarantees expressed or implied and does not cover incidental or consequential loss.

For qualifying repairs/replacements during the warranty period, RASIRC will cover:

- All material and labor in the San Diego factory
- The shipping fee associated with return of the repaired unit to the customer specified location as long as the repair is covered under the warranty (excluding tax and duty, if applicable)
- If the customer wishes to have the repair done at the customer site and RASIRC deems field repair sufficient to bring the unit to back to factory specifications, then RASIRC will provide a technician and cover the associated labor costs. All travel expenses and per diem will be billed to the customer at then the current billing rate for travel to that location.

The warranty does not cover:

- Spoiled or expired consumables, such as improperly stored or handled chemistry.
- Accidents and/or failures caused by conditions not attributable to RASIRC, such as abnormal gas pressure, abnormal electric voltage, which includes but is not limited to those parameters specified in RASIRC quick guides, datasheets, and manuals.
- Accidents and/or failures relating to factors outside the RASIRC scope of work, such as existing equipment and the customer's supplies.
- Accidents and/or failures caused by the customer's design, instructions, requirements, or supplies.
- Accidents and/or failures caused by operations under conditions exceeding the design pressure, flow rate, gas type, temperature, etc. of the device or other improper use of the device such as erroneous operation or installation.
- Accidents and/or failures due by the alteration, modification, relocation, repair of the device performed without notice to RASIRC.
- Accidents and/or failures due to factors unforeseeable at the level of technology established at the time the device was designed.
- Damage caused by the device to customer's process equipment, facilities, and personnel or products.
- Loss caused by natural disaster, flood, fire, earthquake, etc,

PRODUCT ARE PROVIDED "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL RASIRC OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS PRODUCT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

