



# Warranty Statement

ALPS warrants that the Products, under normal and proper use, shall be free from defects in material and workmanship that impair its usefulness, for a period of twelve (12) months from the date of shipment. Other manufacturers' component parts installed in or on the Products are products of reputable manufacturers sold to ALPS under their respective brand or trade names and shall carry the standard guarantee of the manufacturer thereof, if any, and ALPS shall not be responsible for any defective part thereof.

All tests performed on Buyer's manufactured products are performed pursuant to the Buyer's specifications for its manufactured products, and by performing such tests ALPS shall not assume any liability for defects in such manufactured products, test data or test specifications. Buyer has ultimate responsibility for the safety of Buyer's manufactured product, including establishment of leak standards. It is Buyer's obligation to report any suspected defect as soon as possible after discovery. Support service will be provided as soon as practicable to work with Buyer's personnel to remedy a suspected defect. If a service person is required to visit Buyer's site, a purchase order from Buyer to ALPS will be required to cover the cost of such service call in the event that the item serviced is not covered by the applicable warranty. No on-site service is available for standard test machines unless the cost is prepaid by Buyer. If support service is not successful in correcting the problem, the Products shall be returned to ALPS at Buyer's cost. Products may not be returned without obtaining prior authorization from ALPS. All Products returned for warranty inspection must be securely packaged and shipped prepaid. The Products will be inspected upon receipt for shipping damage and Buyer shall be notified by ALPS if such damage has occurred. In the event of damage, it is Buyer's responsibility to notify and file damage claims with the delivery company. After receipt of Products at the ALPS facility in Harrison, Ohio, and inspection by ALPS, ALPS will determine the extent or existence of defect.

ALPS' obligation under this warranty is limited to repairing or replacing, at ALPS' option, any defective non-consumable parts. Consumable parts are specifically excluded from this warranty, including but not limited to lamps, elastomers, seals, valve seats, and other wear surfaces. This warranty is conditioned upon Buyer furnishing satisfactory evidence that the Products alleged to be defective has been properly maintained and correctly operated under normal conditions with competent supervision and within the operating limits for which such Products are offered and sold. This warranty shall not apply to any Product that has been subjected to misuse, abuse, neglect or improper storage, handling or maintenance, or modifications or repairs by any party other than ALPS. The installation of the Products must include proper filter and moisture separation on the incoming air supply. Repairs required to remove foreign material from the valves or test circuit will not be covered under the terms of this warranty.

**Except as expressly stated in this warranty section, ALPS makes no warranty, express or implied, whether of merchantability or fitness for a particular purpose or use or otherwise, with respect to any products.**

## LIMITATION OF LIABILITY

In no event shall ALPS be liable for special, indirect, incidental or consequential damages, whether in contract, tort, negligence, strict liability or otherwise, including without limitation damages for injury to person or property, lost profits or revenue, lost sales or loss arising from or pertaining to the use of any Products. Buyer's sole and exclusive remedy against ALPS and its distributors or sales representatives shall be the repair or replacement of defective parts as provided herein. ALPS' liability on any claim, whether in contracts, tort, negligence, strict liability or otherwise, for any loss or damage arising out of or in connection with Buyer's order, shall in no case exceed the purchase price of the Products actually paid to ALPS by Buyer.

## SAFETY

Buyer hereby covenants that the Products sold hereunder shall be operated by Buyer's employees and agents utilizing all guards, warning signs and other safety devices that are provided with or are a part of the Products. In addition to any other rights ALPS may have against Buyer for breach of this covenant, no warranty on the Products whatever, expressed or implied, shall be applicable in the event such covenant is breached. Buyer further agrees: (i) that disconnections, disassembly or nonuse of any of the guards, warning signs or other safety devices provided with or which are part of the Products constitute a substantial change in the Products; and (ii) that it shall indemnify and hold harmless ALPS from all claims for damages and injuries made by any and all parties through the use of such substantially changed Products.

## INSTALLATION AND SERVICE

If ALPS personnel are required to supervise, check installation, make adjustments, inspect or repair Products in the field, there will be charges based on the then current hourly rate for in-plant time plus travel time and travel and living expenses. Extra charges may apply for overtime, Saturday, Sunday and holidays. Travel time and expenses are charged to and from the ALPS facility in Harrison, Ohio. The repair or replacement of parts will be charged in addition to services performed, unless parts are covered under the ALPS warranty.

## SALES AND SIMILAR TAXES

Any tax imposed by any present or future law of Federal, State or any other governmental authority on the manufacture and/or sale of the Products covered by an ALPS quotation or proposal shall be added to the amount paid by Buyer.

## PAYMENT

Buyer shall pay the purchase price as stipulated in the attached proposal, and shall in no event exceed thirty (30) days after acceptance of the Products to make full payments.

## CHOICE OF LAW

All proposals, quotations and sales of Products shall be governed by and interpreted in accordance with the laws of the State of Ohio, USA. The applicability of the UN Convention on the International Sale of Goods is hereby expressly excluded. Any legal action or proceeding arising from or in connection with a proposal, quotation or sale of an Instrument shall be brought exclusively in the courts of Hamilton County, Ohio, USA or in the U.S. District Court for the Southern District of Ohio and shall not be transferred or removed to any other court, provided, however, that ALPS may commence an action in any jurisdiction where Buyer or its assets may be located, for an injunction, collection or similar relief to enforce the provisions hereof.

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