

MANUFACTURER'S CERTIFICATE OF WARRANTY FOR CALISTO 5 AND CALISTO 9 ON-LINE MONITORS

Warranty Coverage:

Morgan Schaffer Inc. (Morgan Schaffer), the manufacturer, warrants that its on-line monitors model "Calisto 5" and "Calisto 9" shall be free of defects in materials and workmanship for a period of **two (2) years from date of shipment**. Morgan Schaffer also warrants that the oil circulation pump, gas extraction system and gas separation column included in each Calisto 5 or Calisto 9 monitor shall be free of defects in materials and workmanship for a period of **four (4) years from date of shipment**. Morgan Schaffer warrants that software and firmware designed for use with Morgan Schaffer equipment will execute its programming instructions when properly installed. Morgan Schaffer does not warrant that the operation of the equipment, software or firmware will be uninterrupted or error free. Morgan Schaffer will, at its option, repair or replace defective equipment or components which are returned C.I.P. (Carried, Insurance Paid, to), Morgan Schaffer Inc., 8300 Saint-Patrick St., Suite 150, LaSalle, QC, Canada H8N 2H1. **In no case are products to be returned without first obtaining a Return Material Authorization (RMA) number from Morgan Schaffer**. If repair charges are covered under warranty, Morgan Schaffer will assume charges for return of the equipment to the Customer.

Replacement and modifications:

Products and components that are repaired while under warranty will be warranted only for the unexpired portion of the original period for those components or products. **Replacement parts installed on equipment out of warranty are themselves warranted to be free of defects in materials and workmanship for one hundred and eighty (180) days.** Morgan Schaffer reserves the right to change or modify the design of any of its shipped products if it determines such changes or modifications are in its own and the Customer's best interest.

Warranty limitations:

The following are expressly **not** covered under any warranty.

- A) Parts and accessories which are expendable or consumable in normal operation of the equipment such as internal calibration gas, carrier gas purifier and external carrier gas.
- B) Loss, damage, and/or equipment malfunction resulting from shipping, storage, accident, abuse, alteration, misuse or neglect, which includes the following:
 - Installation and operation not in accordance with written installation and operating instructions, or environmental and electrical specifications.
 - 2) Modification or attempted repair of the product other than by authorized Morgan Schaffer personnel.
 - 3) Improper or inadequate care, maintenance, adjustment, and calibration by Customer.
 - 4) Customer induced chemical action, contamination, or leaks.
- C) Loss, damage, and/or equipment malfunction resulting from use of Customer's supplied software, hardware, interfacing, or consumables other than those specified by Morgan Schaffer.

Liability limitations:

This warranty is in lieu of and excludes all other expressed or implied warranties, including, but not limited to, warranties of merchantability of fitness for a particular purpose. Under no circumstances will Morgan Schaffer be liable for consequential damages or loss of any kind. The limits of Morgan Schaffer's liability in any dispute shall be the price received from the purchaser for the specific equipment at issue.

Effective date: May 1st, 2011

MORGAN SCHAFFER INC.

Authorized signature