

1.1 APPENDIX E - Warranty

NEUTRONICS warrants, subject to the terms listed below, that the goods will be free from defects in design, materials, and workmanship for a period of (1) one year from the date that the goods are shipped to the buyer.

THE SOLE LIABILITY OF NEUTRONICS FOR ALL PURPOSES SHALL BE TO REPAIR OR REPLACE, AT THE SOLE OPTION OF NEUTRONICS, DEFECTS APPEARING WITHIN THE (1) ONE YEAR PERIOD. NEUTRONICS SHALL HAVE NO OBLIGATION FOR REPAIR OR REPLACEMENT UNLESS NEUTRONICS HAS RECEIVED WRITTEN NOTICE OF THE ALLEGED DEFECT WITHIN THE (1) ONE YEAR PERIOD AND THE DEFECTIVE GOODS ARE PROMPTLY RETURNED BY THE BUYER, AT THEIR EXPENSE, TO NEUTRONICS AT: 456 CREAMERY WAY EXTON, PA 19341 USA, AND THE DEFECT OCCURS UNDER THE CIRCUMSTANCES OF PROPER USE IN ACCORDANCE WITH ALL INSTRUCTIONS AND MANUALS PROVIDED TO THE BUYER. NEUTRONICS WILL DELIVER THE REPAIRED OR NEW GOODS TO THE BUYER AT NEUTRONICS EXPENSE. IN NO EVENT WILL NEUTRONICS BE LIABLE FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM THE DEFECTS OR FROM THE USE OF THE GOODS OR FROM CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY FINANCIAL LOSS.

Buyer shall be responsible for insuring that the goods are functioning properly at all times and shall not use any goods which are not functioning properly. Buyer, therefore, agrees to indemnify NEUTRONICS from and against all losses and claims to or by any person or property caused in any manner by the goods or the use of the goods, including any expenses and attorney's fees in connection with all claims, demands, proceedings, or other expenses.

Any description of the goods contained in any documents to which these warranty provisions relate, including any quotations or purchase orders relating to the goods being delivered to the buyer, are for the sole purpose of identifying the goods, and any such description, as well as any sample or model which may have been displayed to or seen by the buyer at any time, have not been made part of the basis of the bargain and have not created or amounted to any express warranty that the goods would conform to any such description or any such sample or model.

NEUTRONICS DOES NOT WARRANT THAT THE GOODS ARE FREE OF THE RIGHTFUL CLAIM OF ANY THIRD PERSON BY THE WAY OF INFRINGEMENT OF PATENT OR OTHER PROPRIETARY INFORMATION AND DISCLAIMS ANY WARRANTY AGAINST SUCH INFRINGEMENT.

It shall be the responsibility of the buyer to read carefully and abide by all instructions provided to the buyer in the instruction manual or elsewhere. If the buyer, or the employees of the buyer, did not abide by such instructions, then the alleged defect shall not be deemed to have arisen under circumstances of proper use.

The terms of these warranty provisions shall apply to all products sold by Neutronics, except filters which are considered "consumable items," and as such are not covered by the terms of these warranties. No waiver, alteration or modification of the terms of these provisions shall be valid unless in writing and signed by an executive officer of NEUTRONICS.

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