

## LIMITED WARRANTY AGREEMENT

This Limited Warranty Agreement states the terms and conditions of the limited warranty provided by MI to Buyer for the Products. This Limited Warranty Agreement is a part of the Agreement that consists of the Terms and Conditions of Sale, the applicable Sales Order Acknowledgment, Review Document, Purchase Order, and Quotation. Defined terms used herein but not otherwise defined shall have the meaning given to such terms in the Terms and Conditions of Sale.

### 1. Definitions.

- a. **"Acceptance Date"** means (a) for Products without installation included in the purchase price, the Ship Date of such Products; and (b) for Products that include installation in the purchase price, the date when such Product successfully passes the applicable installation and test procedures, as described in the Sales Order Acknowledgment; provided however in the event Buyer schedules or delays installation of a Product for more than thirty (30) days after the Ship Date, the Acceptance Date will be deemed to occur on the thirty-first (31st) day after the Ship Date.
- b. **"Warranty"** means the Hardware Warranty or the Software Warranty
- c. **"Warranties"** means the Hardware Warranty and Software Warranty collectively.

2. **Acceptance.** Success of installation and test procedures shall be determined by MI in its sole discretion.

3. **Basic Limited One (1) Year Hardware Warranty.** MI warrants that, for a period of one (1) year from the Acceptance Date, that the Products that consist of hardware, instrumentation and/or equipment manufactured or designed by MI will be, under normal use, free from defects in material and workmanship. MI further warrants that, for a period of one (1) year from the Acceptance Date, the Products that consist of hardware, instrumentation, and/or equipment manufactured or designed by MI will perform, under normal use, substantially in accordance with the specifications in the final Review Document for the applicable Product (the **"Hardware Warranty"**).

4. **Software Limited One (1) Year Warranty.** MI warrants that, for a period of one (1) year from the Acceptance Date, the Products that consist of software manufactured or designed by MI will perform, under normal use, substantially in accordance with the specifications in the final Review Document for the applicable Product. Montana Instruments does not warrant that the operation of any Product that consists of or contains a software program will be uninterrupted or error-free (the **"Software Warranty"**).

5. **Third-Party Products Limited Warranty.** MI agrees to assign to Buyer whatever rights MI may have under any warranty, express or implied, of any supplier, manufacturer of components, or software used by MI but not manufactured or designed by MI.

6. **Owner's Manual and Troubleshooting.** Buyer shall read the Owner Manual thoroughly before operating the Product. In the unlikely event that Buyer should encounter difficulty operating the Product, the Owner Manual should be consulted before contacting MI for assistance. If Buyer has consulted the Owner Manual and the problem persists, the Buyer shall contact MI's technical support staff or authorized service representative – see <https://www.montanainstruments.com/Support/Technical-Support> for up to date contact information.

7. **Buyer Responsibility.** The Warranties in this Limited Warranty Agreement are contingent on the following terms and conditions:

- a. Buyer must notify MI within (30) days after receipt of a Product or Product component that Buyer believes to be defective. With the exception of Buyer who claims a technical issue with the operation of Product or Product component that, all invoices must be paid in full and in accordance with the terms of the Agreement. Failure to pay invoices when due may result in the interruption and/or cancellation of the applicable Warranty.
- b. All Warranty service must be completed by MI or its authorized service representative.
- c. Buyer's purchase of the Products directly from MI or an MI authorized distributor.
- d. Buyer's compliance with the terms of the Agreement, including MI's Return Authorization Process.

8. **On-Site Installation.** Unless specified in the Sales Order Acknowledgment, MI is not responsible for any on-site installation, setup, or disassembly at Buyer's location.
9. **Scope of Warranties.** The Warranties extend only to defects in materials or workmanship as stated in this Limited Warranty Agreement and do not extend to any Products which:
  - a. have been lost or discarded by Buyer;
  - b. have been damaged as a result of misuse, improper installation, faulty or inadequate maintenance or failure to follow instructions furnished by MI;
  - c. have been subjected to improper or unauthorized repair and/or modification; or
  - d. have been damaged due to fire, flood, radiation, or other "acts of God" or other contingencies beyond the control of MI/
10. **Post-Warranty Product Repair or Replacement.** After the Warranties have expired, Buyer may contact MI or a MI authorized representative for repair or replacement information, and MI or its authorized representative may, in its sole discretion, elect to provide Buyer with repair or replacement Products, at a price to be determined by MI.
11. **Damages and Modifications Disqualification.** Products that have been repaired, damaged, or modified by someone other than MI or its authorized representatives do not qualify for repair whether within the Warranties or outside of the Warranties and will be returned as received.
12. **Limitation on Federal and State Warranties.** All warranties implied by state law or non-U.S. laws, including the implied warranties of merchantability and fitness for a particular purpose, are expressly limited to the duration of the limited warranties set forth above. With the exception of any warranties implied by state law or non-U.S. laws, as hereby limited, the foregoing Warranties are exclusive and in lieu of all other warranties, guarantees, agreements, and similar obligations of MI with respect to the repair or replacement of any parts. In no event shall MI's liability with respect to any claim under this Limited Warranty Agreement exceed the cost of the repair or replacement of the defective Product or Product component.
13. **Warranty Limitation Exceptions.** This Warranty Agreement gives Buyer specific legal rights. Buyer may also have other rights that vary from state to state and from country to country. Some states and countries do not allow limitations on how long an implied warranty lasts, when an action may be brought, or the exclusion or limitation of incidental or consequential damages; in such cases, the above provisions may not apply to a particular Buyer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, MI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, IN ANY PROVISION OF THE AGREEMENT, OR IN ANY OTHER DOCUMENTS, OR IN ANY OTHER COMMUNICATION, STATEMENT OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN, MADE BY ANY AGENT, DISTRIBUTOR, REPRESENTATIVE OR EMPLOYEE OF MI.
14. **Extended Warranty.** Buyer may purchase an Extended Warranty at the time of original purchase or within 3 months of applicable Product Ship Date. The Extended Warranty term, as indicated in the Sales Order Acknowledgment, begins on the day after the Limited Warranty term has expired. Any Extended Warranties will expire four (4) years after the Acceptance Date of the Products, regardless of date of purchase of the Extended Warranty. With the exception of the time period outlined in Section 3 and Section 4, the Extended Warranty is assumed to inherit all other terms of the Limited Warranty Agreement expressed above. The Extended Warranty does not cover any third-party products or components or any standard maintenance as outlined in the Owner's Manual.