



# WARRANTY AND LIMITATION OF LIABILITY

## WARRANTY

Effective as of April 1, 2017 and thereafter, Prior Scientific, Inc., Prior Scientific Instruments Ltd and Prior Scientific GmbH (hereafter collectively referred to as "Prior") warrants to the Buyer that the Products and parts thereof, when shipped, will be free from material defects. If any such defects exist during the Warranty Period (as defined below), Prior shall undertake, at its sole expense, prompt remedial action as stated herein to correct the same (the "Warranty"). Remedial action under this Warranty shall require that Prior, at its option, either repair the defect or replace or modify the defective Products or parts thereof. Prior's obligation to correct the defect under this Warranty shall not arise until the Buyer returns, at its expense, the defective Product to Prior's facility. The remedied Products will be shipped back to the Buyer (or if applicable the Distributor or Dealer) at Prior's expense. Normal wear and tear of any Products or parts thereof is not covered by this Warranty. A repair, replacement or modification of a Product or part thereof under this Warranty will not extend the Warranty Period.

Products, or parts thereof, manufactured by others are warranted thereunder only to the extent of such manufacturer's warranty to Prior.

Since after shipment, the Products and parts thereof are under the sole control of the Buyer, this Warranty is subject to, and shall be applicable only if the following conditions are met:

- a. Prior's instructions as to installation, operation and maintenance have been followed.
- b. The Products and parts thereof have been used under normal operation conditions or under such conditions as specified by Prior or specified by the Buyer and agreed to in writing by Prior.
- c. The Products and parts thereof have been properly erected, installed operated and maintained and have not been affected by misuse, neglect, or accident.
- d. The Buyer has not attempted or performed corrective work or change on the Products and/or Parts thereof without Priors' prior written consent.
- e. Prior must have received the Product and/or parts therefore within thirty (30) days of the Buyer first discovering the defect.
- f. Within the Warranty Period and after prior authorization from Prior, the Products and/or parts are shipped freight prepaid to a Prior facility as directed by Prior.

The Warranty is for the following duration only (the "Warranty Period"):

- g. **MOTORIZED STAGE.** The period of the Warranty for a motorized stage is five (5) years from the date of purchase. This Warranty is valid only when used with a Prior controller.
- h. **PRIOR CONTROLLER, CONTROL SYSTEM, INTERACTIVE CONTROL CENTRE/JOYSTICK, FOCUS DRIVE or FILTER WHEEL.** The period of the Warranty for a Prior controller, control system, interactive control centre/joystick, focus drive or filter wheel is three (3) years from the date of purchase only when used to control Prior components, or with a Prior controller.



**Prior Scientific Ltd**

3-4 Fielding Industrial Estate • Wilbraham Road • Fulbourn • Cambridge • CB21 5ET • UK  
t: +44 (0)1223 881711 • e: [uksales@prior.com](mailto:uksales@prior.com) • [www.prior-scientific.co.uk](http://www.prior-scientific.co.uk)



FM 61600



**Prior Scientific Inc**

80 Reservoir Park Drive • Rockland • MA. 02370 • U.S.A.  
t: +1 781-878-8442 • e: [info@prior.com](mailto:info@prior.com) • [www.prior-us.com](http://www.prior-us.com)



- i. L200/210/220 METAL HALIDE LAMP or BULB. The period of the Warranty is two (2) years from the date of purchase OR 2000 hours of use (whichever is the soonest. The charge for replacing these bulbs before 2000 hours, will be on a pro-rata basis on the number of hours used)
- j. PIEZO Z UNIT. The period of the Warranty for the Piezo Z Unit is one (1) year from the date of purchase.
- k. SHUTTER. The period of the Warranty for a Shutter is one (1) year from the date of purchase, excluding the coil which is not covered by the warranty.
- l. SENSAPLEX branded products. The period of the Warranty for Sensaplex branded products is one (1) year from the date of purchase.
- m. OEM/Custom built products. The period of the Warranty for OEM/Custom-built products is one (1) year from the date of purchase.
- n. Products not explicitly specified above will have a one (1) year warranty period.

## LIMITATION OF LIABILITY

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND PRIOR DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR ANY WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL PRIOR BE LIABLE FOR OR RESPONSIBLE TO THE BUYER OR TO ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL OR COVER DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE THE PRODUCT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR INJURY TO ANY PERSON OR PROPERTY. BY ACCEPTING THE PRODUCTS AND/OR PARTS THEREOF, THE FIRST END USER BUYER OR SUBSEQUENT USER AGREES THAT PRIOR SHALL NOT BE LIABLE FOR INDEMNIFICATION OR CONTRIBUTION (IN WHOLE OR IN PART) EITHER EXPRESSLY OR BY IMPLICATION. IF FOR ANY REASON ANY OF THE FOREGOING PROVISIONS SHALL BE INEFFECTIVE, PRIOR'S LIABILITY FOR DAMAGES ARISING OUT OF ITS MANUFACTURE, OR SALE OF ITS PRODUCTS OR PARTS, OR US THEREOF, WHETHER SUCH LIABILITY IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE SHALL NOT IN ANY EVENT EXCEED THE FULL PURCHASE PRICE OF SUCH PRODUCTS AND PARTS THEREOF.

ANY ACTION AGAINST PRIOR BASED UPON ANY LIABILITY OR OBLIGATION ARISING HERE UNDER OR UNDER ANY LAW APPLICABLE TO THE SALE OF ITS PRODUCTS OR PARTS THEREOF, OR THE USE THEREOF, MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF SUCH ACTION ARISES.



**Prior Scientific Ltd**

3-4 Fielding Industrial Estate • Wilbraham Road • Fulbourn • Cambridge • CB21 5ET • UK

t: +44 (0)1223 881711 • e: [uksales@prior.com](mailto:uksales@prior.com) • [www.prior-scientific.co.uk](http://www.prior-scientific.co.uk)



FM 61600



**Prior Scientific Inc**

80 Reservoir Park Drive • Rockland • MA. 02370 • U.S.A.

t: +1 781-878-8442 • e: [info@prior.com](mailto:info@prior.com) • [www.prior-us.com](http://www.prior-us.com)