

OPTIONAL EXTENDED WARRANTY COVERAGE FOR SPARTAN INSTRUMENTS

The Spartan Extended Warranty offers peace of mind for your Spartan instruments. It extends the life and or coverage of the Limited Warranty that comes with your instrument. The Extended Warranty coverage includes parts, labor and Priority shipment to and from Spartan Bioscience Inc. The terms and conditions of any warranty being provided by Spartan are subject to change without notice.

Spartan warrants its instruments are free from defects in materials or workmanship under normal use during the Limited Warranty Period. What will be considered “normal use” is to be determined by Spartan in its sole and absolute discretion. The Extended Warranty can be purchased in 1 year increments. If the Extended Warranty is purchased at the same time as the purchase of the Spartan instrument, the Extended Warranty provides for Rapid Exchange – Spartan will ship you a new Spartan instrument, then you send the defective instrument to Spartan in the same shipping container. The Extended Warranty can also be purchased in yearly increments for coverage starting after the Limited Warranty expires one year after purchase.

You are entitled to warranty service according to the terms and conditions of this document if a replacement to your Spartan instrument is required within the Extended Warranty period.

Warranty Plan Description

During the 1 Year Extended Warranty: Spartan will replace your Spartan instrument that you return to us if it fails due to defects in materials or workmanship or damage caused by accident which occurs during normal use of the Spartan instrument unit. Upon completion of the Spartan will replace the Spartan instrument in question with a unit that is new or refurbished. Spartan will pay to ship the replacement Spartan instrument. Spartan will also pay the shipping costs to return the defective instrument in question to Spartan.

Purchasing an Extended Warranty after your Limited Warranty coverage expires: You may elect to purchase Extended Warranty coverage for your Spartan instrument system should your warranty coverage lapse; however, Spartan requires that you purchase coverage for the lapsed period.

Exclusions:

No other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, are provided whatsoever. Spartan does not warrant that the operation of this hardware product will be uninterrupted or error-free. This Warranty does not extend to any product from which the serial number has been removed or that has been damaged or rendered defective as a result of (a) misuse, abuse, contamination, neglect, Acts of God, terrorism, fire, improper or inadequate maintenance or calibration or other external causes; (b) operation outside the published operating specifications for the product; (c) software, interfacing, parts or supplies not supplied by Spartan; (d) improper site preparation or maintenance; (e) software virus infection; (f) loss or damage in transit; or (g) modification or service by anyone other than (i) Spartan, (ii) a Spartan authorized service provider, or (iii) your own installation of end-user replaceable Spartan or Spartan approved parts if available for your instrument in the servicing country. This Warranty does not apply to PCR consumable parts used in the Spartan instrument. Spartan shall have no liability for any direct, indirect, consequential, or incidental damages arising out of the use, the results of use or the inability to use any instrument.

Additional charges may apply if the instrument has been located and/or used in a hood that contains live biological agents (this includes Class II or Class III cabinets), or if the instrument has been exposed directly or indirectly to any live biological samples, or if the instrument has been used in a BSL3 and/or BSL4 lab. The customer will be required to perform a decontamination procedure prior to sending the instrument to Spartan for warranty service.

The Spartan Extended Warranty is not transferable or assumable.