

Armgate SIA Standard Limited Warranty (ENG)

This Standard Limited Warranty applies to products sold by SIA Armgate, Latvia, reg. No. 50003208531 (hereafter referred to as "ARMGATE").

I. Limited Warranty

1. Limited Warranty. For each product sold, ARMGATE offers to the original owner ("BUYER") a limited warranty against failure to conform to the product specifications or any defects in material and workmanship for a period determined by the sales contract, or in case the period is not determined by the sales contract, or there is no sales contract, for a period of twelve (12) months from the date of installation of the product. In case the instrument is not installed after three (3) months from the date of invoice, warranty period starts from the date of invoice. If a failure to conform to specifications or a defect in materials or workmanship is discovered within the Initial Warranty period, BUYER must promptly notify ARMGATE in writing. Within a period determined by the sales contract or, if not determined by the sales contract, within reasonable time after such notification, ARMGATE will correct any defect in materials or workmanship, or in lieu of such repair, and at its sole option, shall replace the product. Products and parts sold by ARMGATE Distributors are covered by the Distributor's terms and conditions.

During the Initial Warranty period, ARMGATE offers a limited warranty on each part or product repaired or replaced by a ARMGATE service person for a period ending the later of (a) the remaining term of the product's Initial Warranty or (b) ninety (90) days from the date of repair or replacement whichever is longer. After expiration of the Initial Warranty period, ARMGATE offers a ninety (90) day limited warranty on each part or product repaired or replaced by a ARMGATE service person. ARMGATE further warrants that the products and parts it sells will conform to ARMGATE's written specifications therefor. The foregoing limited warranties cover parts and labour only and ARMGATE does not warrant and will not reimburse the BUYER for any other costs relating repairing or replacing the product at issue. The foregoing limited warranties apply only to the repair or replacement of defective parts and/or products and such determination will be in the sole discretion of ARMGATE. The limited warranties of this Section I.1. are further subject to those warranty exclusions set forth below.

2. Aftermarket. The use of third-party parts in the operation or maintenance of the product or repairs or servicing by unauthorized service personnel immediately voids all further warranty obligations of ARMGATE. ARMGATE supplied consumables are sold on an as-is basis and have no warranty beyond being shipped in good working order.

3. Limited Warranty Exclusions. Other than the warranties set forth in Section I.1., ARMGATE disclaims any and all express or implied warranties, including but not limited to the warranty of merchantability, fitness for a particular purpose and non-infringement of the intellectual property of others. Provided, however, this Intellectual Property Warranty shall apply to the product only so long as BUYER (i) does not modify the product, combine the product with other elements or use the product in a practice or a process, and such modification, combination or practice of which the product forms a part is the subject of such claim or allegation of infringement and (ii) uses the product under ordinary conditions and for their intended purposes. ARMGATE makes no warranty, express or implied, as to the design, sale, installation or use of its products. ARMGATE's warranties will not be enlarged by, nor will any obligation or liability of ARMGATE arise due to ARMGATE providing technical advice, facilities or service in connection with any product. ARMGATE disclaims any and all other warranties and representations and ARMGATE provides no warranty on the oral representations made by its personnel while they are undertaking Services for BUYER.

There is no warranty by ARMGATE with respect to any product's: (i) uninterrupted or error-free operation; (ii) actual performance, other than the product's capability to meet ARMGATE's specifications in written form therefor. In case BUYER is willing to perform specification check, BUYER is responsible for notification of ARMGATE 10 (ten) days prior to the date of requested specification check, as well as for preparing all necessary consumables, reagents and parts for the specification check according to manufacturer's instructions; (iii) maintenance (including without limitation gasket and seal replacements, adjustments, minor repairs and other inspection requirements, preventative or otherwise); (iv) use under inappropriate conditions or not in accordance with operating instructions. There is no warranty for products determined to be, in ARMGATE's sole discretion, damaged or impaired as a result of (a) misuse, neglect or accident; (b) improper application, installation, storage or use; (c) improper or inadequate maintenance or calibration; (d) operation outside of the published environmental specification; (e) improper site preparation or maintenance; (f) unauthorized repairs or replacements; (g) modifications negligently or otherwise improperly made or performed by persons other than ARMGATE; (h) BUYER-supplied software or supplies; (i) use in conjunction with or interfacing with unapproved accessory equipment; (j) use of ABC-style or dry powder fire suppression agents; or (k) leaked sample materials. ARMGATE provides no warranty on the oral representations made by its personnel while they are attempting to assist BUYER in the operation of a product. This Standard Limited Warranty does not apply to items consumed by the products during their ordinary use, including but not limited to fuses, batteries, paper, septa, fittings, screws, fuses, pyrolysis, dryer or scrubber tubes, sample boats, furnaces or lamps.

This warranty is valid only if parts, consumables and standards supplied by ARMGATE or recommended in written form by ARMGATE, are used in ARMGATE sold products.

4. Expenses for Non-Warranty Work. All repairs or replacements by ARMGATE after the expiration of any applicable limited warranty period will be performed in accordance with ARMGATE's standard rate for parts and labour. Further, if upon ARMGATE's inspection and review, ARMGATE determines the condition of the product for which a warranty claim is submitted is not caused by a defect in ARMGATE's material and workmanship, but is the result of some other condition, including but not limited to damage caused by any of the events or conditions set forth in Section 1.3., BUYER shall be liable for all expenses incurred by ARMGATE to conduct the inspection and review of the product.

5. Exclusive Remedy. The limited warranty contained herein constitutes BUYER's exclusive remedy with respect to products sold by ARMGATE and ARMGATE's liability shall be exclusively limited to the written limited warranty specified herein. No employee, representative or agent of ARMGATE is authorized to either expressly or impliedly modify, extend, alter or change any of the limited warranties expressed herein to BUYER.

6. Procedure and Costs. All limited warranty claims must be made in writing promptly following discovery of any failure to conform to specifications or any defect in materials or workmanship. BUYER must hold products for inspection by ARMGATE. If requested by ARMGATE, BUYER must send the product to ARMGATE for inspection. Any such returns by BUYER will be at BUYER's expense and BUYER will remain liable for any loss of or damage to the product during such product's transportation to ARMGATE. No products will be sent to ARMGATE for inspection unless ARMGATE has authorized BUYER to do so.

II. Limitations on ARMGATE Liability

1. In General. BUYER agrees that in no case shall ARMGATE be liable for any special, incidental, consequential, or punitive damages based upon any legal theory whether or not such damages are foreseeable. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the product or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime, the claims of third parties including customers, injury to property and, unless precluded under applicable state law, bodily and personal injury. ARMGATE's total liability for any and all losses and damages arising out of any and all causes whatsoever including, without limitation, defects in the product(s), services, software, or documentation supplied or breach of this agreement, shall in no event exceed the purchase price of the applicable product(s). BUYER agrees these limitations on ARMGATE's liability are reasonable and reflected in the amounts charged by ARMGATE for its products.

2. BUYER Data. If any data supplied by BUYER, whether in the form of BUYER specifications or pursuant to any purchase order or other documentation, proves to be inaccurate, any warranties or other related obligations of ARMGATE relying thereon will be void.

3. Force Majeure. This Standard Limited Warranty does not cover and ARMGATE shall not be liable for either direct or consequential damage caused, either directly or indirectly, as a result of: (i) any act of God, including but not limited to natural disaster, such as floods, earthquakes, or tornadoes; (ii) damages resulting from or under the conditions of labour disputes, strikes or riots, insurrection, civil commotion or war; (iii) damages or improper operation due to intermittent power line voltage, frequency, electrical spikes or surges, unusual shock or electrical damage; (iv) accident, fire or water damage, neglect, corrosive atmosphere or causes other than ordinary use; (v) failure of supplies or transportation, or governmental action or; or (vi) any other causes beyond Seller's reasonable control.

4. Limitation on Warranty Claims. Prior to any obligation of ARMGATE to perform any limited warranty service as set forth herein, BUYER must have: (i) paid all invoices to ARMGATE in full, whether or not they are specifically related to the product at issue; and (ii) notified ARMGATE of the limited warranty claim within sixty (60) days from the date BUYER knew or had reason to know of the defect.

III. Compliance

1. In General. These Warranty Terms are subject to change without notice. ARMGATE also retains the right to modify these warranty terms in order to comply with policy or laws governing warranty issues in countries having specific remedies differing or additional to those described within this document.

2. Severability. If any one or more of the provisions or subjects contained in the Agreement shall for any reason be held invalid, illegal, or unenforceable, it shall not affect the validity and enforceability of any other provisions or subjects.

