

Warranty and Product Terms and Conditions

Thank you for your interest in purchasing from one of the world's most trusted manufacturers of high-precision instruments for chemical analysis. If you have any questions about our products, quotation or ordering process please refer to our website's support and service section.

1. AGREEMENT TERMS

- 1.1 **General Terms.** These terms and conditions ("Terms") supplement our General Terms and Conditions ([attached hereto or at website link]), and together with our quotation (if any) and Supplementary Terms (if any), comprise the agreement ("Agreement") between you (the CUSTOMER) and us (METROHM USA). You agree to accept and be bound by this Agreement by ordering products on metrohm.com (or if you receive ordering or sales documents that reference these Terms). This Agreement is the complete and exclusive contract between you and us with respect to your purchase of the products.
- 1.2 **Supplementary Terms.** Some of our products are subject to additional software licenses, limited use label licenses or other written contract terms ("Supplementary Terms"). You will find any Supplementary Terms that apply to your purchase in our quotation to you, on metrohm.com, or in literature that accompanies the product. You can also obtain copies from Customer Support.
- 1.3 **Supplementary Service Terms.** METROHM USA offers installation, training, and service. These terms and conditions are covered under the Service Terms and Conditions. You can obtain copies from metrohm.com or from Customer Support.
- 1.4 **Terms Conflict.** If any conditions within the Agreement documents conflict with each other, we will give them the following priority: (a) the quotation; (b) any applicable Supplementary Terms; (c) these Terms; and (d) our General Terms and Conditions. We expressly reject any different terms or provisions contained in any document you provide, and if the terms and conditions in this Agreement differ from the terms of your offer, this Agreement will serve as the governing terms for our contract.
- 1.5 **When Agreement takes Effect.** The Agreement between you and METROHM USA is created when you receive confirmation that we have accepted your purchase order.

2. DELIVERY, INSTALLATION, AND TRAINING

2.1 Installation:

- 2.1.1. You are responsible for any permits or inspections required by any inspectors or officials. In connection with services provided by METROHM USA, you agree to permit prompt access to equipment. You assume full responsibility to back-up or otherwise protect your data against loss, damage or destruction before services are performed.
- 2.1.2. You will ensure that all necessary measures are taken for safety and security of working conditions, sites and

installations during the performance of services. You are the generator of any resulting wastes associated with installation, including, without limitation, hazardous wastes. You are solely responsible to arrange for the disposal of any wastes at your own expense. You will, at your own expense, provide METROHM USA employees and contractors working on your premises with all information and training required under applicable safety compliance regulations and your policies.

- 2.1.3. In the event that you require METROHM USA employees or contractors to attend safety or compliance training programs provided or required by you, you will pay METROHM USA the standard hourly rate and expense reimbursement for such training attended, including any necessary lodging and food related thereto (travel to installation will be part of the quoted amount). The attendance at or completion of such training does not create or expand any warranty or obligation of METROHM USA and does not serve to alter, amend, limit or supersede any part of this Contract.

- 2.2 **Training.** Formal training may be offered based on the product purchased and will be quoted based on the trainee headcount. The customer is responsible to ensure that trainees are available and attend scheduled training. Any on-site training will require you to ensure that training rooms and equipment are available to facilitate training. Any training conducted at a METROHM USA site will require you to pay for any lodging, food, and travel arrangements for your attendees. METROHM USA will provide the training location, materials, and rooms. You are responsible for the daily attendance of the trainees.

3. WARRANTIES

3.1 METROHM USA Equipment Warranty Terms and Conditions

3.1.1. Warranty Period Product

- 3.1.1.1. 10 Years Metrohm IC Anion Suppressor (except for 6.2842.100 which is 3 months)
- 3.1.1.2. 3 Years Metrohm instruments, including Titrators, Ion Chromatographs, Voltameters and Meters
- 3.1.1.3. 3 Years Metrohm Autolab Instruments
- 3.1.1.4. 3 Years Metrohm DropSens Products
- 3.1.1.5. 2 Years B&W Tek Handheld Raman Instruments
- 3.1.1.6. 2 Years Metrohm Raman Instruments
- 3.1.1.7. 1 ½ Years Metrohm NIRSystems Spectroscopy
- 3.1.1.8. 1 Year B&W Tek iRaman and NanoLIBS instruments
- 3.1.1.9. 1 Year Analytik Jena and TEI Combustion Module
- 3.1.1.10. 1 Year Metrohm Process Analytics Products
- 3.1.1.11. 1 Year AirClean Titration Fume Enclosures
- 3.1.1.12. 1 Year Brinkmann Bottletop Dispensers, Probe Colorimeters, Column Heaters
- 3.1.2. Some Metrohm products require installation or have an option for METROHM USA to install the product. If that is the case, those services will be quoted. Warranty coverage begins when required service installations are completed or upon delivery to you if installation is not required. If you defer installation beyond 90 days of delivery, the warranty will begin on the date delivered.
- 3.1.3. METROHM USA reserves the right to invalidate product warranty in the event the customer performs the initial installation or relocates the product after its initial manufacturer installation. A product's warranty may be reinstated provided that METROHM USA verifies, at your expense, that the product is in good operating condition and properly installed.

- 3.1.4. Warranty service performed after the 1st year will be billed separately for travel and labor charges. Travel and labor will be charged at published rates for any warranty repairs performed after the 1st year.
- 3.1.5. Determination for making the repair onsite versus at a METROHM USA Service Center will be made by METROHM USA at time of warranty repair scheduling. You will be responsible for shipping and insurance expenses from the equipment location to the METROHM USA Service Center. Product damage incurred during the shipment to METROHM USA Service Center is the responsibility of the customer.
- 3.1.6. Warranties shall not apply where the product has been subjected to accident, alteration, misuse, abuse, acts of God, or failure on the part of the customer to ensure proper operation and/or storage.
- 3.1.7. METROHM USA reserves the right to invalidate any product warranty if the required annual preventative maintenance service is not performed by a certified METROHM USA representative.
- 3.1.8. Warranty does not apply to consumable or wearing parts, including but not limited to electrodes, glassware, columns, tubing, pistons, pump seals, and burets. All parts that are in direct contact with chemicals are not covered by this warranty and are considered consumable due to normal wear.
- 3.1.9. Electrodes must be inspected upon receipt. Glass breakage that occurs in shipping must be reported to METROHM USA within 14 days of receipt.
- 3.1.10. Ion Chromatography Columns must be inspected within 14 days of receipt for shipping damage. It is the responsibility of the customer to determine the suitability of the application and material compatibility of the products based on the published specifications of the column.
- 3.1.11. All Metrohm certified refurbished equipment carries a 1 year warranty when installed by a METROHM USA Representative. Metrohm certified refurbished instruments not installed by METROHM USA have a 90 day warranty. This warranty only applies to refurbished instruments sold by METROHM USA. METROHM USA does not warranty the calibration of any instrument.

4. INSTRUMENT-RELATED SERVICES

- 4.1 When you purchase an instrument, we may install it and provide training, maintenance, repairs, or any other services that you and we expressly agree on ("Instrument Services"). We also offer annual and other instrument-service plans. All Instrument Services are subject to our Instrument Services Supplementary Terms. For full details of our instrument-service plans and to obtain a copy of our Services Supplementary Terms, please check our website https://www.metrohm.com/en_us/service/Terms-and-conditions.html and/or contact Customer Support.

5. CUSTOM PRODUCTS

- 5.1 Any requests to add in a third party product, to manufacture a custom product or adaptation, or to design or manufacture such product may be declined at any stage of the process if the product is unsuitable or commercially impractical to manufacture as specified. If so, we will notify you, and you will not be obligated to pay any fees for any expenses we incurred in connection with the declined product. If a custom component or material fails, we may delay or cancel a custom product's delivery without liability to us. Any third party product or adaption will not be covered by the standard Metrohm warranty.
- 5.2 By submitting an order for a custom product, you represent and agree that you (a) have given us all information you know of regarding any chemical, biological, radiological, nuclear and explosive hazards associated with the handling, transport, exposure to, or other use of the materials you supply to us; and (b) have the requisite rights, including, but not limited to, any necessary intellectual property rights, to instruct manufacture of such product. You must also specify in writing what customer- owned property can be properly disposed of or needs to be returned.

6. MISCELLANEOUS.

- 6.1 **Operational Training:** You understand that local, state, and federal regulations and rules may require that operators be evaluated and certified as competent to safely operate the particular product in the performance of the job. You understand this obligation and will only permit properly trained and certified operators to use the products.