

Standard Limited Warranty

for Idaho Technology Instruments and Products

BEFORE RETURNING YOUR INSTRUMENT, PLEASE READ ALL INSTRUCTIONS CONTAINED HEREIN, PARTICULARLY THE PARAGRAPH ENTITLED "HOW DO I OBTAIN LIMITED WARRANTY SERVICE?" AND PARAGRAPHS 2 AND 3. ALL RETURNS MUST COMPLY WITH U.S. IMPORT AND EXPORT LAWS AND REGULATIONS.

THIS LIMITED WARRANTY PLAN (this "Warranty Plan") is a binding legal contract between Idaho Technology, Inc., an Idaho corporation ("ITI"), and the customer identified on the attached Certificate of Coverage (referred to hereafter as "Customer," "You" or "Your"). **BY PURCHASING OR LEASING AN ITI INSTRUMENT, CUSTOMER AGREES TO ALL TERMS, CONDITIONS AND OBLIGATIONS CONTAINED HEREIN.**

What is covered by this Limited Warranty?

Subject to the terms and conditions below and on the reverse side hereof (which are incorporated by reference), ITI warrants that:

- (i) ITI Instruments shall be materially free from defects in material and workmanship;
- (ii) ITI Instruments shall perform substantially in accordance with the "Specifications" section of the user manual published by ITI for the ITI Instrument;
- (iii) ITI Software will operate, when used with the ITI Instrument and properly installed and executed on the computer sold by ITI with the Instrument, substantially in accordance with the "Specifications" section of the user manual published by ITI for that version of ITI Software;
- (iv) ITI will make commercially reasonable efforts, consistent with the standard of care then prevailing in its industry in the state in which it maintains its principal manufacturing facilities, to produce scientifically and technically sound Assays, subject in all instances to the accuracy, completeness and overall quality of specified sequence or other information or materials provided by customer, if any; and
- (v) Assays, if properly stored and maintained in compliance with ITI's recommendations, shall be usable until the printed expiration date on the assay packaging.

Who is covered by this Limited Warranty?

The original end-user customer ("Customer" or "You") is the person with rights under this Limited Warranty. The Customer's rights and obligations under this Limited Warranty will bind and inure to the benefit of Customer's respective successors, heirs, executors and administrators and permitted assigns.

How long is the Limited Warranty period?

This Limited Warranty covers problems reported to ITI in writing during the one (1) year period from the date of shipment to the Customer, provided that any defective Instrument is received by ITI no later than thirty (30) days after the date ITI issues a return material authorization number (as required below). Repairs and replacements are covered by this Limited Warranty for (i) ninety (90) days after the date of repair or replacement or (ii) the remainder of the original warranty period, whichever is longer.

How do I obtain Limited Warranty service?

In order to obtain warranty service, please contact ITI's Customer Support Department in Salt Lake City, Utah, United States, at: (800) 735-6544, (801) 736-6354 or via email at: support@idahotech.com for a return material authorization (RMA), which will be issued only after Customer provides problem diagnostic information to ITI and follows ITI's problem resolution instructions. Upon receipt of a return material authorization, Customer must ship the ITI Instrument (or defective component thereof) to ITI; ITI will pay all costs associated with shipping and return shipping of the Instrument during the first twelve months that Customer owns the Instrument. **HOWEVER, CUSTOMER MUST FOLLOW ALL RETURN INSTRUCTIONS.** Customers outside the U.S. may be required to seek further information from their authorized distributor.

Limited Warranty Terms and Conditions

1. Certain Definitions.

"Assays" means the thermal cycling oligonucleotide assays or primers, probes or reagents manufactured by the Company and furnished to Distributor. "ITI Instrument(s)" means only scientific instruments or devices which are (i) manufactured by ITI, (ii) ITI-branded (ITI has affixed its name or trademark(s) thereon), and (iii) covered by a user manual created by ITI, but specifically excludes ITI Software and Third Party Items. "ITI Software" means computer applications software which is (i) licensed by

ITI to Customer, (ii) ITI-branded, and (iii) covered by a user manual created by ITI. "ITI Software" specifically excludes computer software developed, owned or licensed by any party other than ITI or which otherwise constitutes a Third Party Item. "Third Party Items" means (i) instruments or devices manufactured by any party other than ITI, such as but not limited to centrifuges, computers, monitors, printers or other peripheral accessories or devices, even where such instruments or devices are delivered with the system of which the ITI Instrument is the primary component, and (ii) computer

software developed, owned or licensed by any party other than ITI, such as but not limited to computer operating system or applications software (other than ITI Software) installed or loaded on any such computers sold or distributed in connection with the ITI Instrument.



2. What actions are necessary prior to returning any Instrument (or part thereof) for warranty service?

Customer must follow the instructions specified by ITI including, without limitation, decontamination and data backup procedures and other procedures specified by ITI in connection with the RMA and shipping instructions. **Failure to follow shipping instructions may result in delay of return shipment of Instrument.** Before returning any product (or part thereof) for service, Customer must decontaminate the product of all biological, chemical or organic materials, agents or toxins. Customer is solely responsible for shipment of the product to ITI free of any biological, chemical or organic materials, agents or toxins and otherwise in accordance with all applicable laws, rules and regulations, and ITI reserves the right to refuse delivery or return the product without service if Customer does not strictly comply with this requirement. Further, Customer is solely responsible for backing up any data (on a storage device external to the instrument or product which will enable Customer to reconstruct or recover lost or altered data if necessary) and removing any confidential, proprietary or personal information. ITI disclaims responsibility for any lost, damaged or destroyed software program, data or other information stored or residing on any data storage or other media or any part of any product, including any ITI Instrument covered by this Service Plan, and ITI disclaims responsibility for, by way of illustration but not limitation, deletion or alteration of the contents of any hard drive or data storage media which may occur during service of an ITI Instrument or other product. ITI is not responsible for (i) damage to or loss of any programs, data, or removable storage media, or (ii) the restoration or reinstallation of any programs or data other than software installed by ITI when the ITI Instrument was originally manufactured.

3. How do I return an ITAR-controlled Instrument from outside the U.S. (OCONUS)?

If an ITAR-controlled Instrument is to be returned to ITI from outside the U.S., You must first contact ITI's Customer Support Department for a return material authorization. Customer must follow all shipping instructions provided by ITI's Customer Support Department, including using ITI's designated shipper (if any). Failure to follow all instructions can result in a U.S. export violation, potentially necessitating acquiring a further export license. Further, shipping non-compliance may result in a several-week delay of the Instrument's return shipment to Customer.

4. What are ITI's obligations under this Limited Warranty?

In the event of any breach of this Limited Warranty: (i) as to ITI Instruments, ITI's sole obligation (and Your sole remedy) under this Limited Warranty shall be for ITI to repair or replace the ITI Instrument, with new or refurbished parts, free of charge, at ITI's principal place of business and (ii) as to ITI Software or Assays, ITI's sole obligation (and Your sole remedy) under this Limited Warranty shall be to repair, replace or correct such ITI Software or Assays (including, at ITI's election, replacement with a new version of the ITI Software). This Limited Warranty specifically includes labor and materials. ITI will pay all costs associated with shipping and return shipping of the Instrument during the first twelve months that Customer owns the Instrument. At the end of the twelve-month period, Customer will be responsible for all costs of shipping, in-transit insurance and related costs of delivery of the ITI Instrument (or defective component thereof) to ITI unless covered by the optional extended warranty.

5. What further limitations apply and what liabilities or damages are expressly excluded?

Except as expressly set forth above, ITI makes no further or additional representations or warranties of any kind or nature with respect to the ITI Instruments or ITI Software. Any description of the ITI Instruments or ITI Software contained on ITI's website or promotional materials is for the sole purpose of identifying them. No affirmation of fact or promise made by ITI, on its website or otherwise, shall constitute a warranty that the ITI Instruments or ITI Software will conform to the affirmation or promise. **ITI DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, INTEROPERABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ITI DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE ITI SOFTWARE IS ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.** The entire risk arising out of the use or performance of the ITI Instrument and/or ITI Software remains with Customer. ITI shall not be liable for loss of or damage to systems, programs, or data; cost of procurement of substitute goods, services, or technology; or any special, indirect, incidental, consequential, or exemplary damages including, but not limited to, damages for loss of business profits or business interruption, based upon principles of contract, warranty, negligence, strict liability or other tort, breach of any statutory duty, principles of indemnity or contribution, or any other theory of liability, even if ITI has been advised of the possibility of such damages. Notwithstanding anything to the contrary in

this Limited Warranty, in no event shall the liability of ITI (whether arising from a claim based on contract, warranty, tort or otherwise), if any, to Customer under this Limited Warranty exceed the actual amount received by ITI in connection with its sale or distribution of such ITI Instrument or ITI Software.

6. What warranty applies to non-ITI products?

ITI extends no warranty and has no liability or obligation with respect to devices or instruments not manufactured by ITI or other Third Party Items, such as computers and software manufactured or licensed by any third party, except that ITI shall, and hereby does, assign (to the extent legally permitted to do so) any applicable third party manufacturer warranties to Customer.

For more information regarding Idaho Technology's Warranties or Service Plan or to receive a quote for coverage on your instrument, please contact us. Be sure to have the serial number of your instrument when requesting a quote.

