

## TERMS & CONDITIONS FOR POLYTEC REPAIR & CALIBRATION SERVICES

### 1. TERMS & CONDITIONS

These Terms & Conditions for Repair and Calibration Services, are in addition to and are an extension of Polytec's Standard Terms and Conditions. A complete Repair and Calibration Service includes:

- Verification that the electronic outputs conform to their factory specifications.
- Cleaning of external and internal optical surfaces to eliminate build-up of dust and films which can degrade the laser signal.
- Any necessary alignments and other adjustments to the interferometer.
- An assessment of the integrity of the output of the laser tube.
- Final verification on a calibrated shaker.
- If the system includes a DMS, a system verification of the Data Acquisition system.
- A sticker of coverage for PolyCare or PolyCarePlus.
- A certificate of calibration and compliance.

### 1. WARRANTY REPAIRS

All brand new Polytec products are covered by a return-to-Polytec (Service Center) standard four-year limited warranty see limited hardware warranty policy.

### 2. PRICING

Prices for hardware maintenance, calibrations, and standard repairs are offered upon request and are subject to change without notice unless a formal quotation is issued valid for a stated period. On-site services are available upon request.

### 3. PACKAGING

Polytec is not responsible for any damage related to improper packaging, shipping, misuse, carelessness or negligence, improper equipment operation, or acts of God. The customer is advised to keep all of the original packing material in case it is needed for later shipment to and from Polytec (for service, hardware maintenance, calibrations, etc.). Polytec can supply appropriate packaging materials prior to a shipment to its Service Center and after the service is completed, upon request, to adequately protect the system during transport according to Polytec's standards.

### 4. SHIPPING AND FREIGHT

The customer is responsible for all shipping and freight charges to and from Polytec's Service Center. Polytec will arrange shipment and insurance for any system transmitted to it for service or repairs, and add a reasonable service charge. Any related costs will be added without further notice. Standard shipping is prepay and add.

### 5. INSURANCE

The customer must insure any shipment to the designated Polytec Service Center. If the customer chooses not to insure the equipment during shipment to and from the Polytec Service Center, the customer must state this clearly in the purchase order as a zero dollar item (\$0) and "not insured." The customer will be directly and solely responsible for any shipping damage to the system, or performance out of specification after the service is performed. Furthermore, the repair warranty specified in Paragraph 13 below is void. If the shipments to and from Polytec are already covered under the customer's own insurance, the customer shall state clearly in the purchase order a zero dollar line item (\$0) and "self insured." The customer will then be solely responsible for any claim related to the shipments directly with its own insurance company. The repair warranty as set forth in Paragraph 13 below is void and the customer should include the repair charges in its insurance claim. If there is no explicit statement by the customer in the purchase order as stated above regarding shipment insurance coverage, Polytec will automatically insure the shipment through the customer's shipping account without further notice. If the customer does not provide a shipping account at time of placing the order with Polytec and does not explicitly deny insurance coverage, Polytec will automatically ship and insure the goods at the customer's expense and will add those charges to the invoice for its services. Polytec will not provide any additional notice of the foregoing to the customer. See Paragraph 12 below for additional information.

### 6. PAYMENTS

All payments are NET 30 days invoice.

## 7. CLAIMS

Polytec will provide photographs and documentation related to any damaged shipments after arrival for use with any insurance claim. The customer is responsible for checking the Polytec product for any shipping damage upon arrival. If shipping damage is identified, the customer will inform Polytec within 48 hours. If the product is covered through the customer's own shipping insurance or is self-insured by the customer, the customer will settle the claim directly with its shipping or insurance company. If the system is covered under Polytec's shipping insurance, the customer will provide to Polytec photographs, related documents, and a detailed explanation of any shipping damage within 48 hours of the delivery of the product. Polytec is not liable or responsible for any shipping damage that occurred when there was inadequate insurance coverage during shipping. The customer is responsible for checking the proper working function of the Polytec product that was serviced within 72 hours of its delivery in order to verify that any malfunctions for which services were requested are fully resolved.

## 8. REPAIR LIMITED WARRANTY

Repairs to the Polytec product that was serviced, other than products or systems that are older than ten years, are warranted for all parts and labor charges covered under the original service order for a period of 90 days. Polytec products or systems that are older than 10 years, are warranted for all parts and labor charges covered under the original service order for a period of 30 days. Polytec reserves the right to refuse to provide service or repairs for any products or systems. THE FOREGOING IS THE COMPLETE REPAIR LIMITED WARRANTY OF POLYTEC. NO OTHER WARRANTY IS EXPRESSED OR IMPLIED. POLYTEC SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL OTHER WARRANTIES.