

Warranty And Warranty Adjustments

SPECTROSUN® SOLAR SIMULATOR SYSTEMS, ACCESSORIES, COMPONENTS AND SPARE PARTS

Spectrolab, Inc., will hereinafter be referred to as the Seller, and purchaser of Spectrolab products will hereinafter be known as Buyer.

Seller warrants the products delivered hereunder to be free from defects and further warrants that all items will conform to specifications or drawings supplied by or agreed to by Seller. It is a condition precedent to the enforcement of any Warranty hereunder that Buyer give written notice to seller of any claimed defect within ten (10) days of discovery thereof and allow examination by Seller or Seller's representatives of the parts claimed to be defective and furnish any reasonable available information concerning the circumstances of such failure. The warranties do not extend to any item which has been subject to misuse, neglect, or accident, or which has been damaged through abuse, improper installation or application, alteration, or negligence in use, storage, transportation or handling; and no adjustment shall be allowed for items on which the original identification markings have been removed, defaced, or altered; or to operation not in accordance with operating practices set forth in the applicable operation and maintenance manual or other document supplied by Seller, or to equipment which has been repaired or modified using parts or procedures other than those approved by Seller or their technical equivalents.

The obligation of Seller with regard to all warranties hereunder shall be limited to a period of twelve (12) months from the date of final acceptance by the Buyer of the equipment, or 1000 hours operation from date of final acceptance, whichever shall first occur, with exception of source lamps, light bulbs, air filters or other expendable items. Buyer's remedies under this warranty shall be limited, as determined by Seller, either to Seller's giving credit for a repair or replacing (at the Buyer's or Seller's facility, as Seller shall determine) with reasonable promptness any parts or material which Seller's examination shall disclose to be thus defective. Determination of claim and choice of adjustment will be made by Seller upon receipt of detailed written explanation of alleged defects and examination of affected parts or material.

Should evaluation disclose that a defect has occurred as a result of misapplication, neglect, improper installation, repair, alteration or accident, then the claim shall be disallowed.

Should investigation reveal that the defect has occurred as a result of improper operation, operation in an improper environment, or inadequate protection of equipment from hostile environment or adverse operating or storage conditions required for laboratory grade test equipment, then the claim shall be disallowed. Buyer will be notified thereof; and, unless the Buyer makes other arrangements within thirty (30) days after such; notification, Seller will return the items to the Buyer collect.

The responsibility for maintenance of service records rests with the Buyer and all claims should be supported by summary of pertinent records. Lack of adequate documentation may be considered justification for rejection of claims. In any event, no adjustment will be made on any claims presented later than the applicable warranty period.

The cost of shipment and insurance for return of defective items and reshipment of repaired or replaced items will be borne by Seller. Buyer assumes all risks and costs for loss or damage during shipments to and from Seller.

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The most favorable warranty offered by the manufacturer of the source lamps used in the system will pass to Buyer, to the extent Seller is empowered to do so, as detailed in a separate lamp warranty form specific to each lamp. The source lamp shall be operated in the environmental conditions as specified by the manufacturer, or as detailed on the specific lamp warranty.

All reflective and refractive elements shall be warranted for operation for 1000 hours use without degrading more than 5 percent from the initial reflectance or transmittance. All optional elements shall be warranted against breakage due to thermal expansion, thermal shock due to mounts, pressure differential, and emergency repressurization for a period of one year or 1000 hours use.

This warranty does not constitute any guarantee that the device will function without maintenance or periodic overhaul for the stated period, since the service life of many components is restricted by "state-of-the-art" conditions, and thus is beyond our immediate control.

Seller's election not to enforce the provision hereof shall in no way be deemed a waiver of such provisions, and Seller reserves the right to enforce said provisions thereafter.

Spectrolab makes no other warranties other than those expressly state herein, including the implied warranties of fitness for a particular purpose, implied warranties arising from a course of dealing or usage of trade, and implied warranties against patent, copyright or trademark infringement. If applicable law does not permit Spectrolab to disclaim implied warranties, any warranties implied by law are limited to the term of the express warranty given herein. In no event shall Seller be liable for incidental or consequential damages.

