

NETZSCH-Gerätebau GmbH Warranty Terms

Terms and Coverage of our Warranty¹:

Warranty comprises twelve (12) months from the date of installation and commissioning (the “Instrument Warranty Period”)² by the NETZSCH authorized customer service, or latest from 6 weeks after transfer of risk insofar NETZSCH is not accountable for the delay. For this period, we warrant that our instruments are free from defects in materials and workmanship (the “Warranty”). During the Instrument Warranty Period, except as otherwise indicated by us in the purchase contract, we will provide the following services:

- For field-serviceable repair: parts, labor and travel.
- For return-to-factory / depot repairs: parts, labor and the cost of return shipping.

An instrument moved to an alternate customer site will continue to be subject to the Warranty, provided the de-installation and reinstallation are conducted by a NETZSCH service engineer. The costs and expenses related to the de-installation and reinstallation shall be the responsibility of the customer.

Exclusions from the Warranty:

The following items and facts are not covered under our Warranty:

- Any damage resulting from reactions between sample material and instrument parts, or from inappropriate use of the instrument.
- Consumables such as e.g., crucibles.
- Heating elements, thermocouples, graphite and ceramics of instruments operating at highest temperatures (>2000°C).
- Third party manufactured items, including, without limitation, personal computers, components and accessories (each shall be subject only to the warranty (if any) provided by the original manufacturer).
- Used, refurbished or previously owned instruments, which are sold by us “as is”. A one-year guarantee plan may be purchased and is recommended by us for used instruments. Demonstration units, however, are covered under our Warranty.

Warranty on Service and Spare/Replacement Parts:

We warrant the services we perform and the spare and replacement parts we install or deliver, for a period of ninety (90) days from the date of performance of such services, from the date of installation or from the date of delivery (transfer of risk) of the spare or replacement part, respectively.

Warranty on Our Software:

See §4 of our software license terms.

¹Please refer to NETZSCH-Gerätebau GmbH Standard Terms and Conditions of Sale for complete details on our Warranty coverage, including, without limitation, exclusions, limitations and remedies. www.netzsch.com/ngb_gtc resp. www.netzsch.com/ngb_glt

²A different warranty period may be agreed on in the purchase contract.

Additional Exclusions and Limitations:

- 1) The Warranty excludes any instrument or accessories which are identified on applicable price lists, quotations, or special promotional materials for which our Warranty may be further limited. Included within this category are items which are sold at specially reduced prices with reduced Warranty protection (in some cases, extended Warranty protection may be available for purchase).
- 2) The Warranty does not cover loss, damage, or defects resulting from: transportation to the customer's facility, improper or inadequate maintenance by the customer, customer-supplied software or interfacing, unauthorized modification or misuse, operation outside of the environmental specifications for the instrument, and /or improper site preparation or maintenance.
- 3) The warranty applies only to instruments within the country of original delivery. Instruments transferred outside the country of the original delivery, either by us at the direction of the customer or by the customer's actions subsequent to delivery, may be subject to additional charges prior to Warranty repair or replacement of such instruments, based on the actual location of such instruments and our Warranty and/or service surcharges for such location(s).
- 4) Except in the case of an authorized distributor, authorized in writing by us to extend the Warranty to distributor's customers, the Warranty applies only to the customer as the original purchaser from us and may not be assigned, sold or otherwise transferred to any third party.