

WARRANTY TERMS AND CONDITIONS.

These Warranty terms and conditions shall apply to all items ("Product") sold by **Astaara Technology Pte. Ltd.** ("Seller") to any customer ("Buyer").

These Warranty terms and conditions are in the English language only, which language shall be controlling in all respects, and all versions of this document in any other language shall be for information only and shall not be binding upon by the parties. All communication, notices, or other documents to be made, given, or approved pursuant to these Warranty terms and conditions shall be made in the English language exclusively.

- 1) Seller warrants to the original purchaser (hereinafter referred to as "Buyer") that instruments (hereinafter referred to as "Product") manufactured by Seller shall be free from defects in materials and workmanship for a period of 3 years from the date of purchase of the Product.
- 2) Under this warranty, the Product will be repaired or replaced at manufacturer's option without charge for parts or labour when the Product is carried or shipped prepaid to the head office together with proof of purchase.
- 3) The foregoing shall constitute the exclusive and sole remedy in lieu of other remedies of the Buyer for any breach by Seller of this warranty to the maximum extent permitted by Singapore law.
- 4) This warranty does not apply to any Product which has not been installed or used in accordance with the Product operation and installation specifications provided to the Buyer by Seller for the proper and normal use of the Product.
- 5) Buyer agrees hereunder that Seller reserves the right to void any warranty if, upon Seller's examination, the Product failure was due, solely or in part, to accident, misuse, neglect, abuse, alteration, improper installation, unauthorized repair or improper testing.
The Products have been designed to test **ONLY** flexible packaging for leaks and oxygen content. Only CLEAN-DRY-NON-CORROSIVE gases must be used/tested. Testing of solid objects or of samples with rigid packaging and/or exposure to corrosive gases will automatically void the present warranty. If you are in doubt regarding the compatibility of your packaging with the Product, please contact us.

- 6) Buyer is solely liable for the compatibility of the Product with other equipment Buyer may use together with the Product. Buyer's responsibility includes, but is not limited to, assessing and investigating whether the Product is fit for the purpose for which the Buyer intends to use the Product, how the Product will work together with other equipment, the consequences if the Product does not function satisfactorily, and whether the Product can be used for the application intended by the Buyer without causing loss to himself or a third party, or damage to property that belongs to the Buyer or a third party.
- 7) Seller shall not be liable under any circumstances for indirect, special, consequential, or incidental damages in connection with, or arising out of, the sale, performance, or use of the Products covered by this warranty. For more details, please consult our **GENERAL TERMS AND CONDITIONS OF SALES AND DELIVERY**.
- 8) Seller's warranties as herein above set forth shall not be enlarged, diminished or affected by, and no obligation or liability shall arise or grow out of Seller's rendering of technical advice in connection with Buyer's order of the Products furnished hereunder.
- 9) If Product becomes obsolete, Seller, at its own discretion, reserves the right to repair the Product with available replacement parts or upgrade the Product to a current, commercially available version of the original Product. Seller hereunder makes no claim that replacement Products will look, function or operate in the same or similar manner as the original product.
- 10) When a Product is returned to Seller for recalibration, this service is considered normal preventative maintenance. Recalibration of Product shall not be treated as a warranty service unless recalibration of Product is required as the result of repairs to Product pursuant to this Warranty.
- 11) This Warranty is in lieu of all other relevant warranties, expressed or implied.

Astaara Technology Pte. Ltd.

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