



BioMedical

Limited Warranty Statement
Chart Inc., 2200 Airport Industrial Drive, Suite 500, Ball Ground, GA 30107

General Terms:

“New Product” - Chart Inc. (“CHART”) warrants to the original purchaser (“Purchaser”) that each new Eterne, HE/MVE/XLC/LN2 Supply Switch product (collectively, the “New Products”), shall be free from defects in materials and workmanship for a period of two (2) years from the date of shipment, except as provided below. CHART warrants that the dewar vacuum integrity shall be free from defects in materials and workmanship for a period of five (5) years from the date of shipment, except as provided below. CHART warrants that the MVE Cryo Cart, including the dewar vacuum integrity, shall be free from defects in materials and workmanship for a period of one (1) year from the date of shipment, except as provided below.

“Repair/Blemished Product” - CHART warrants to the Purchaser that all repaired equipment and factory blemished equipment (collectively, the “Repair/Blemished Products”) shall be free of defects in materials and workmanship for a period of (90) days from the date of shipment, except as provided below. CHART warrants that the dewar vacuum integrity shall be free from defects in materials and workmanship for a period of (1) year from date of shipment, except as provided below.

“Service Part” - CHART warrants to the Purchaser that all Service Parts and Accessory Items (each a “Service Part”) are warranted for (90) days from date of shipment to be free of defects in materials and workmanship, except as provided below.

Limited Warranty Provisions:

Purchaser agrees that before this limited warranty shall become effective, Purchaser shall fully inspect each New Product, Repair/Blemished Product, or Service Part within ten (10) days of delivery and before such Product is put to use. Purchaser also agrees to operate the New Product, Repair/Blemished Product, or Service Part in accordance with CHART’s operating instructions and that failure to do so shall void this limited warranty. Purchaser further agrees that any claim for breach of warranty must be made in writing within 60 days of discovery of a purported defect. CHART will not be responsible for any alleged breach of warranty, which, as a result of CHART’s inspection, CHART determines to have arisen from a cause not covered by this limited warranty. In this case, CHART will charge the purchaser a nominal fee to repair the unit.

This limited warranty does not apply to: (A) Normal routine service items, (B) Repair or replacement necessitated by misuse, abuse, accident, or repairs made by persons other than CHART or persons not authorized by CHART, (C) Use of external equipment or parts with the New Product, Repair/Blemished Product, or Service Parts other than those approved by CHART, (D) Defects caused by effects of normal wear and tear; and (E) Acts of God, or other causes not within the control of CHART.

If Purchaser believes that a New Product, Repair/Blemished Product, or Service Part does not comply with the limited warranty stated above, Purchaser should contact CHART at the address stated above, describing the problem and providing proof of the date of purchase. If directed by CHART, Purchaser shall return the New Product, Repair/Blemished Product, or Service Part freight prepaid, properly packaged in a CHART approved shipping container and properly identified by a Return Material Authorization Number issued by CHART. New Products, Repair/Blemished Products, or Service Parts returned without a Return Material Authorization Number will be refused and returned at Purchaser’s expense.

The remedies available for any breach of this limited warranty are limited to repair or replacement of the defective New Product, Repair/Blemished Product, Service Part, or refund of the purchase price, at the sole discretion of CHART. CHART warrants that replacement or repaired New Product, Repair/Blemished Product, or Service Part shall be free from defects in material and workmanship for the duration of the unexpired portion of the original warranty or ninety (90) days from the date of re-shipment to Purchaser, whichever is longer. PURCHASER’S RECOVERY FROM CHART FOR ANY CLAIM SHALL NOT EXCEED PURCHASER’S PURCHASE PRICE FOR THE NEW PRODUCT, REPAIR/BLEMISHED PRODUCT, OR SERVICE PART GIVING RISE TO SUCH CLAIM, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. CHART SHALL NOT BE LIABLE FOR AND PURCHASER SHALL INDEMNIFY, DEFEND AND HOLD CHART HARMLESS FROM ANY CLAIMS BASED ON CHART’S COMPLIANCE WITH PURCHASER’S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN CHART, OR USE IN COMBINATION WITH OTHER PRODUCTS.

PURCHASER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND CHART SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF CHART HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR THIS LIMITED WARRANTY, CHART HAS MADE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, AND HEREBY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT OF CHART MAY CHANGE OR ALTER THIS LIMITED WARRANTY.

Any claims for breach of this limited warranty shall be governed by Georgia law and without regard to conflict of law rules thereof and must be brought in a state or federal court in Georgia.

Some states do not allow limitations on implied warranties or on incidental or consequential damages, so the above limitations may not apply. This limited warranty gives the Purchaser specific legal rights. Purchaser may also have other rights, which vary from state to state.