

Liquidator 96 Service Terms and Conditions

The following terms and conditions apply to all Liquidators submitted to Mettler-Toledo Rainin, LLC (Rainin) for service. By submitting this form, the customer (Buyer) agrees to all terms and conditions outlined in this form.

1. Location of Service

For Liquidator 96 service, send the instrument to the Rainin factory-authorized service center closest to you. See front side of this form, Step 7, for a list of addresses.

2. To Schedule Service

The Liquidator 96 should be packed in its original manufacturer approved shipping container and shipped to the address above. Please contact Rainin Technical Support at 800-472-4646 for support.

3. Coverage Details

(a) Manufacturer Warranty - Rainin will cover all costs related to the repair of the unit while under the manufacturer warranty (1 year from instrument purchase), unless the unit is subject to damage due to physical, chemical or other forms of abuse, negligence or acts of God. Preventive maintenance and calibration services are NOT included with the manufacturer warranty.

(b) Warranty Upgrades & Prepaid Service Contracts - Repairs for units under warranty upgrades and contracts are subjected to the same coverage and conditions as to those covered by the manufacturer warranty (see (a) above). The customer may send his/her unit in for preventive maintenance and calibration service once per 1 year coverage period. Additional calibration-only services may be purchased at a discounted rate, but do not void or change the service warranty coverage or period.

(c) Billable Service - Only the cost of piston O-rings, which are replaced as part of the preventive maintenance is covered. If the unit requires additional parts or labor for preventive maintenance or repairs, they are charged separately at current rates. You may choose to expedite repairs up to \$500 by waiving your estimate; otherwise we will contact you with an estimate before proceeding with the repair.

4. Calibration Service

(a) As Left Calibration Only: For this service type, following preventive maintenance, the instrument will be calibrated using four (4) measurements at 10% volume and four (4) measurements at 100% volume for each of the 96 channels. A calibration certificate will be provided listing all data collected and a calibration sticker will be placed on the instrument.

(b) As Found and As Returned Calibration: For this service type, the performance of the instrument "as received at Rainin" prior to preventive maintenance or any service activity commencing will be assessed using four (4) measurements at either 2 volumes (10% and 50% volumes) or 3 volumes (10%, 50% and 100% volumes) for each of the 96 channels. Following "As Found Data Collection," preventive maintenance will be performed, then a final calibration will be performed using the same measurement and volumes used for As Found calibration. A calibration certificate will be provided listing As Found and As Returned data collected and a calibration sticker will be placed on the instrument. Specifications: the Liquidator 96 200 µL is calibrated according to the manufacturer's published specifications and the Liquidator 96 20 µL is calibrated according to ISO 8655 specifications.

5. Lab Turnaround Time

For units covered by a warranty upgrade or prepaid service contract, standard lab turnaround time is two (2) to three (3) business days upon receipt of merchandise before 12:30 p.m. by our calibration lab. For units covered by the manufacturer warranty or billable, the standard lab turnaround time is five (5) to six (6) business days upon receipt of merchandise before 12:30 p.m. Lab turnaround times are based on business days and are not guaranteed.

6. Decontamination

It is the customer's responsibility to ensure the Liquidator 96 is free of all chemical, biological and radioactive contaminants before shipping it to Rainin for service. Rainin reserves the right to delay or refuse service for instruments suspect of hazardous contaminants. Customer agrees to pay for all shipping and handling charges for all contaminated instrument returns.

7. Liability Insurance

For instruments covered by liability insurance, Rainin will repair or replace with a similar product in new or like new condition, unless the instrument was deliberately damaged. All claims for liability insurance must be submitted in writing within the prepaid service contract period.

8. Pricing Policy

All prices are subject to change without prior notice. Customers are billed the effective-current rate once the service has been performed. For prepaid service, a copy of the sales quote or service plan number, must be supplied by the customer at the time the order is placed.

9. Shipping

(a) For units covered by a prepaid service contract, Rainin will cover the cost of shipping the unit to and from our service center if the unit is located within the 50 US states. Billable customers must pay the cost of shipping the unit to and from our service center.

(b) For units covered by a prepaid service contract, Rainin will ship the instrument using next business-day delivery. Units located in Alaska and Hawaii will require one (1) to two (2) additional business days. For billable units, the customer may purchase the shipping method of their choosing. Shipping delivery times are subject to the freight carrier performance. Rainin is not liable for any delays.

(c) The Liquidator 96 must be shipped to a Rainin service center properly packed in its original factory shipping container. If the instrument is shipped in any other type of container, Rainin will return the instrument unserviced at customer's expense. Units covered by a prepaid service contract may request a free factory approved container per contract period. Billable customers can purchase factory shipping containers from Rainin.

10. Limited Warranty and Limitation of Liability

Rainin expressly warrants the services performed by it to buyer solely as set forth herein.

(a) Rainin warrants that services will be performed in a workmanlike manner in conformity with standard industry practice. For units under a service plan, should any nonconformity be detected during the service plan period, Rainin will supply the necessary service, direction or consultation to correct the nonconformity. For billable service, should any nonconformity be detected within 60 days after the work is completed and prompt notification is made by Customer in writing to Rainin, Rainin will supply the necessary service, direction or consultation to correct the nonconformity.

(b) THE PROVISIONS OF THE FOREGOING WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT). RAININ'S LIABILITY ARISING OUT OF THE MANUFACTURE, SALE OR SUPPLYING OF A PRODUCT OR ITS USE OR DISPOSITION, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT FOR ANY REASONS THE AGGREGATE PURCHASE PRICE PAID BY CUSTOMER FOR SUCH PRODUCT. IN NO EVENT SHALL RAININ BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE) ARISING OUT OF THE MANUFACTURE, SALE, SUPPLY, USE, MARKETING, RESALE OR OPERATION OF THE MERCHANDISE, EVEN IF RAININ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

11. Governing Law

This transaction shall be governed by and construed in accordance with the laws of the state of California. Any controversy arising out of this transaction shall be resolved solely and exclusively in, under the sole and exclusive jurisdiction of, the state courts of the State of California and federal courts of the United States located in the State of California.

