

## Terms and Conditions

1. The Hitachi Protect 5 Year Warranty campaign found at <https://hha.hitachi-hightech.com/en/pages/5-year-warranty> (the "Campaign") is open to companies located in United States of America only. Competitors of HHA are not eligible.
2. Companies which buy the X-MET8000 and/or Vulcan series with Hitachi Protect 5 Year Warranty (the "Products") under this Campaign shall be deemed to have accepted these Terms and Conditions.
3. When companies buy the products during the campaign, the products will be covered under factory warranty for 5 years.
4. In order to retain the warranty coverage, the customer agrees to have the analyzer recertified annually. Should the customer not recertify the unit, standard instrument warranty will apply.
5. The Campaign will run between 20<sup>th</sup> November 2020 and 31<sup>st</sup> March 2022. Orders received after March 31<sup>st</sup> at 11:59PM will not qualify for additional discount terms.
6. HHA reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Campaign with or without prior notice due to reasons outside its control (including, without limitation, in the case of anticipated, suspected or actual fraud). The decision of HHA in all matters under its control is final and binding and no correspondence will be entered into.
7. HHA reserves the right to change these Terms and Conditions at any time.
8. HHA shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.
9. These terms and conditions govern the campaign. Please note HHA's standard terms and conditions of sale and distribution will apply to the Products themselves.
10. The Campaign will be governed by U.S. law and entrants to the Campaign submit to the exclusive jurisdiction of the U.S. courts.

## New Equipment Limited Warranty

1. Hitachi High-Tech Analytical Science America, Inc. warrants that the goods manufactured by it are free from defects in material or workmanship under normal use and service. There shall be no warranty on consumables. Any Goods found to be defective within fifteen months from the date of shipment or 12 months from the date of installation, whichever is earlier (the "Warranty Period") shall be repaired or replaced free of charge, provided that:
  - A. Purchaser gives written notice of the defect (with reasonable relevant information) to the Company as soon as reasonably practicable and within the Warranty Period;
  - B. Goods have been used solely for their proper purpose and in accordance with the operating instructions;
  - C. Defect has not been caused by fire, accident, misuse, neglect, incorrect installation by the Purchaser or its customers, agents or servants, unauthorized alteration, repair or maintenance or the use of sub-standard consumables and as not arisen from fair wear and tear;
  - D. Defect has not arisen from any design, specification, component or material supplied by or on behalf of the Purchaser;
  - E. No part of the Goods has been replaced with a part not supplied or approved by the Company;
  - F. Payment in full of all sums due in respect of the Goods has been made;
  - G. Purchaser shall be liable for any costs incurred by the Company in responding to claims caused by operator error or incorrect application or other default of the

Purchaser or other third party; and

H. Purchaser shall pay the costs of all consumables.

2. In order to obtain performance under this warranty, the original purchaser shall first notify Hitachi High-Tech Analytical Science America, Inc. Instruments America, Inc., Customer Support of the suspected defect at the contact number and address below.
3. Hitachi High-Tech Analytical Science America, Inc. at its sole discretion, shall determine whether to replace or repair the Goods. If a part fails within this Warranty Period and is replaced or repaired, then the new part will have a warranty period equal to the remaining period of the part that failed;
4. The Purchaser shall accord Hitachi High-Tech Analytical Science America, Inc. and its representatives or agents sufficient and timely access to the Goods to enable its staff to inspect and adjust, repair, remove or replace the Goods.
5. If the Goods incorporate goods or services provided by a third party, the obligations of the Company in respect of such goods or services shall not exceed the warranty obligations of such third party to the Company nor exceed any time limit upon those obligations.
6. This Warranty is given in lieu of all other warranties, express or implied, including warranties of merchantability, description and fitness for particular purpose. No representative or employee of Hitachi High-Tech Analytical Science America, Inc. is authorized to assume any further liability or grant any further warranties except as set forth herein. Hitachi High-Tech Analytical Science America, Inc. shall be under no liability for any special, indirect, or consequential damage of any nature. Hitachi High-Tech Analytical Science America, Inc. reserves the right to make design changes in products previously delivered.
7. This warranty runs in favor of the original purchaser only. Correction of nonconformity, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Hitachi High-Tech Analytical Science America, Inc. to the purchaser with respect to goods, whether based on contract, negligence, strict tort, or otherwise.