



Manufacturer Warranty Statement

1. Warranty Coverage

ELITechGroup Inc. ("ELITechGroup") warrants that its instruments ("Products") will be free from defects in materials and workmanship for a period of twelve (12) months from the date of invoice, or twelve (12) months from the date of installation if the Customer provides ELITechGroup with an installation report within two (2) months of the installation date, or twelve (12) months from the date of installation if the customer registers the Warranty with ELITechGroup (the warranty period for the Products and for any services shall be referred to as the "Warranty Period").

During the Warranty Period, the Products will operate in substantial conformance with ELITechGroup's published specifications, documentation, and inserts when subjected to normal, proper, and intended use by appropriately trained personnel.

For perishable Products, when used and handled under normal conditions and strictly in accordance with ELITechGroup's published specifications and instructions for intended use, ELITechGroup warrants that such Products will perform as advertised until at least the date of expiration stated on the product label.

2. Warranty for Services

ELITechGroup warrants that any services provided will be performed in a professional and workmanlike manner consistent with generally accepted industry standards. The Warranty Period for services shall be 30 days from the date of completion of the services by ELITechGroup.

3. Remedies

If ELITechGroup receives written notice of a warranty issue from Customer during the Warranty Period, ELITechGroup, shall, at its option:

- a) Request return of defective Products for repair;
- b) Replace the defective Products;
- c) Accept the return of the defective Products and refund fees paid by Customer for the defective Products;
- d) reperform defective services; or
- e) refund to Customer fees paid for defective services.

Repaired instruments or replacement parts are warranted for ninety (90) days after shipment to the Customer or for the remainder of the original Warranty Period, whichever is longer.

4. Exclusions

The limited warranty above does not apply to Products:

- a) Used for purposes other than those for which they were designed or intended;
- b) Repaired, modified, or altered by anyone other than ELITechGroup or its factory-authorized personnel;
- c) Subjected to misuse, abuse, negligence, or accident;
- d) Improperly stored, installed, maintained, or operated;
- e) Used in violation of written instructions provided by ELITechGroup, including the use of reagents, supplies, or cleaning products not approved in the Instructions for Use; or
- f) Damaged by leaking or defective batteries.

5. Claims Procedure

Customer shall return defective Products to ELITechGroup at ELITech's expense if the defect is first confirmed by ELITechGroup to be covered by this warranty. Products not covered by warranty or found non-defective shall be returned or disposed of at Customer's expense. Disposal must comply with all applicable environmental regulations. Customer must obtain a Return Material Authorization (RMA) prior to any return.

If the Customer notifies ELITechGroup that a Product is defective, ELITechGroup may conduct tests on the basis of random sampling to determine the cause of non-conformity.

If the testing confirms that the non-conformity is covered by this warranty and not caused by abuse or failure to observe product instructions, ELITechGroup shall, at its expense, replace the affected Products and the Customer shall return or dispose of the non-conforming Products as directed by ELITechGroup.

6. Disclaimer of Additional Warranties

Except as expressly set forth herein or as otherwise prohibited by applicable law, ELITechGroup makes no other warranties, express or implied, including but not limited to any implied warranties of merchantability, noninfringement or fitness for a particular purpose, and Customer understands and agrees that Products and services are sold "as-is" without additional warranties of any kind and that ELITechGroup does not represent and warrant that the Products and services will be error free or operate without interruption.

The remedies set forth in this Warranty Statement are the Customer's sole and exclusive remedies.

7. Limitation of Liability

IN NO EVENT SHALL ELITECHGROUP INC.'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF ANY PRODUCTS OR SERVICES EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER FOR THE SPECIFIC PRODUCTS OR SERVICES GIVING RISE TO SUCH LIABILITY. ELITECHGROUP INC. SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR LOSS OF GOODWILL, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Force Majeure

ELITechGroup shall not be liable for any failure or delay in performance under this Warranty caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, governmental actions, pandemics, supply chain disruptions, or failures of transportation or communication systems. In such cases, ELITechGroup's obligations shall be suspended for the duration of the event, and ELITechGroup will use commercially reasonable efforts to resume performance as soon as practicable.

9. Governing Law

This Warranty shall be governed by and construed in accordance with the laws of the State of Utah, United States of America, without regard to its conflict-of-law principles. Any dispute, controversy, or claim arising out of or relating to this Warranty shall be resolved exclusively in the state or federal courts located in Salt Lake City, Utah, and the parties hereby consent to the personal jurisdiction and venue of such courts. At ELITechGroup's discretion, disputes may be submitted to binding arbitration under the Rules of Arbitration of the American Arbitration Association (AAA), with the seat of arbitration in Salt Lake City, Utah, and proceedings conducted in English.