

WARRANTY

Austria, Belgium, Denmark, Finland, France, Germany, Luxembourg, Netherlands, Sweden, Switzerland

Each Odyssey® Imaging System is warranted to be free from defects in material and workmanship.

LI-COR's sole obligation under this warranty, however, shall be to repair or replace any part of the instrument which LI-COR deems to be defective in material or workmanship without charge and only under the following conditions:

1. The defects are called to the attention of LI-COR Biosciences GmbH, in Bad Homburg, Germany, within one year of the installation date* of the instrument.
2. The instrument has not been maintained, repaired, or altered by anyone who was not approved by LI-COR.
3. The instrument was used in the normal, proper, and ordinary manner and has not been abused, altered, misused, neglected, involved in an accident or damaged by act of God or other casualty.
4. Damage was not caused by the use of third party hardware and/or software.

SERVICES PROVIDED

LI-COR will provide on-site warranty repair for one year for the Odyssey® Imaging System from the date of installation including travel costs, repair parts, and labor to maintain the hardware in proper operating condition. At LI-COR's discretion, the customer may be required to run certain diagnostic procedures to help determine the source of the problem before on-site warranty repair is rendered. If an on-site service call is initiated, LI-COR will dispatch a service technician from its Bad Homburg, Germany Office. On-site service will be provided 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding LI-COR holidays.

The cost of a service call for a malfunction caused by third party hardware and/or software will be billed on a time and material basis.

CONDITIONS

The customer will be responsible for all routine maintenance as required for the normal operation of this instrument. Consumable and user-serviceable parts are excluded under this warranty.

On-site service is not provided for applications problems or support.

The Odyssey® Imaging System shall be in a readily available and non-hazardous location for the service technician. The customer or a designated representative shall be available at all times.

The customer may be required to remove any third party hardware and/or software that is deemed to impair the performance of the Odyssey® Imaging System.

The customer is responsible for a system of data backup to restore lost data files. LI-COR is not responsible for damages due to loss of data or any other consequential damages due to instrument malfunction.

There are no warranties, expressed or implied, including but not limited to any implied warranty of merchantability of fitness for a particular purpose on consumables or reagents.

Other than the obligation of LI-COR expressly set forth herein, LI-COR disclaims all warranties of merchantability or fitness for a particular purpose. The foregoing constitutes LI-COR's sole obligation and liability with respect to damages resulting from the use or performance of the instrument and in no event shall LI-COR or its representatives be liable for damages beyond the price paid for the instrument, or for direct, incidental or consequential damages.

The laws of some locations may not allow the exclusion or limitation on implied warranties or on incidental or consequential damages, so the limitations herein may not apply directly. This warranty gives you specific legal rights, and you may already have other rights which vary from country to country. All warranties that apply, whether included by this contract or by law, are limited to the time period of this warranty as described above. Further information concerning this warranty may be obtained by writing or telephoning LI-COR Biosciences GmbH.

*LI-COR calculates the expiration of the warranty period from the instrument's date of installation. The warranty period will start at a date no later than 60 days after the ship date, regardless of the actual date of installation.

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