



## Grund Technical Solutions, LLC

5932 Amapola Drive, San Jose, CA 95129

### GTS Product Warranty Policy

#### Hardware

GTS warrants the products it manufactures to be free from defects in material and workmanship under normal use for a period of one year from the date of invoice. Custom products may require customer verification and acceptance that the products meet the agreed performance as described in a statement of work, quote and/or purchase order. In such cases this requirement must be specified in writing as a condition of purchase and the one year warranty period shall begin upon customer written acceptance, or when the product is placed into service, or 90 days after shipment, whichever occurs first.

Should a GTS product fail to meet its data sheet or agreed performance during the warranty period for reasons other than abuse or misuse, it will be repaired or replaced at GTS' option. This warranty does not apply to products that have been subject to improper or inadequate maintenance, unauthorized modifications, misuse or operation outside the environment specifications for the product. All warranty returns must be authorized by GTS prior to their return.

GTS' only obligation under this Warranty is to repair at its facilities or replace any product or part thereof that is returned to GTS within the warranty period by the original purchaser with a GTS issued Return Authorization Number and with transportation charges prepaid.

#### Software

Software supplied with or included with GTS products may be a combination of GTS owned software and software owned by others, such as Microsoft®, and used under license. The use of any and/or all included software implies customer agreement to abide by all terms of use of each software product, as defined by its owner, including but not limited to Microsoft® terms of use.

GTS software and the software of other companies is supplied without representation or warranty of any kind, expressed or implied, and may be copyrighted and/or fully owned by GTS and/or other companies. The customer and users shall have no ownership rights to the software products.

GTS provides a royalty-free license to the purchasers of its equipment for GTS owned software included with its products.

GTS will make best efforts to provide bug-free software and will make all reasonable efforts to resolve software bugs when they are identified within and after the warranty period. Changes, updates or modifications that are made to the GTS owned software will be provided at no charge during the warranty period, and may be made available with or without additional cost after the warranty period. Software updates with *new features* may be required to resolve certain software issues and these may be made avail-

able for additional cost both during and after the warranty period. Changes, updates or modifications to software not owned by GTS may be made available for additional costs.

## **Returned merchandise**

A 25% restocking fee will apply to all returns and cancelled orders. All returns must be made within 30 days of invoice date. After 30 days from invoice date there is a 100% return or cancelation charge.

## **Repairs to non-GTS manufactured equipment**

GTS warrants materials and workmanship that GTS uses in making repairs to equipment not originally manufactured by GTS to be free of defects for 90 days from the completion of repair service. During the warranty period should the repaired parts or materials fail for reasons other than abuse or misuse, they will be repaired or replaced at GTS' option. GTS' only obligation under this warranty is to replace or repair a defective part at its California facilities when the equipment is returned to GTS within the warranty period by the original purchaser with a GTS issued Return Authorization Number and with transportation charges prepaid. Should the repair require travel by GTS personnel then standard daily travel charges will apply.

## **Recalibration after warranty repairs**

If warranty repairs cause the system calibration to become invalid, GTS will offer its calibration services on a pro-rata cost basis where the remaining period of the previous calibration will be credited against the charge for a new calibration. For example, if 10 months of the 12 month calibration period remains, then GTS will offer a new 12 month calibration service for  $(12-10)/12$  of its standard calibration fee.

## **Limitations**

This warranty does not apply to consumable or disposable items such as, but not limited to, probe tips, probe tip holders, probe heads, sockets, light bulbs, etc. Consumable items are provided by GTS without warranty.

GTS does not provide warranty of any kind on products manufactured by others which may be purchased with or operated in conjunction with GTS Products. The warranty provided by manufacturers of those products, if any, shall be the sole warranty for non-GTS products.

GTS assumes no responsibility and will not accept any liability (consequential or otherwise) arising from the use of equipment or program materials, or data or information that may be obtained or inferred from said use. This includes any damages arising from inaccurate measurements and/or inaccurate interpretation of measurements.

GTS reserves the right to make changes in the design or operation of its products at any time without incurring any obligation to make those changes to products it has previously sold.

The warranty stated above is the sole and exclusive warranty and is in lieu of all other warranties expressed or implied. GTS specifically disclaims any implied warranties of merchantability or fitness for a particular purpose.