

## LIMITED WARRANTY

Mesotech International Inc. (“Mesotech”), a California Corporation, warrants its instrumentation and systems products (“Products”) as follows:

### **1. Limited Warranty.**

Mesotech warrants that the Products sold hereunder will be free from defects in material and workmanship for a period of one (1) year from the date of purchase. If the Products do not conform to this Limited Warranty during the warranty period (as herein above specified), Buyer shall notify Mesotech in writing of the claimed defects and demonstrate to Mesotech’s satisfaction that said defects are covered by this Limited Warranty. If the defects are properly reported to Mesotech within the warranty period, and the defects are of such type and natures as to be covered by this warranty, Mesotech shall, at its own expense, repair the Products or, at Mesotech’s option, furnish replacement Products for the defective Products. Shipping and installation of the replacement Products or replacement parts shall be at Buyer’s expense.

### **2. Other Limits.**

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Mesotech does not warrant against damages or defects arising out of improper or abnormal use or handling of the Products; against defects or damages arising from improper installation (where installation is by persons other than Mesotech), against defects in products or components not manufactured by Mesotech, or against damages resulting from such non-Mesotech made Products or components. Mesotech passes on to Buyer the warranty it received (if any) from the maker thereof of such non-Mesotech made products or components. This warranty also does not apply to Products upon which repairs have been affected or attempted by persons other than pursuant to written authorization by Mesotech.

### **3. Exclusive Obligation**

THIS WARRANTY IS EXCLUSIVE. The sole and exclusive obligation of Mesotech shall be to repair or replace the defective Products in the manner and for the period provided above. Mesotech shall not have any other obligation with respect to the Products or any part thereof, whether based on contract, tort, strict liability or otherwise. Under no circumstances, whether based on this Limited Warranty or otherwise, shall Mesotech be liable for incidental, special, or consequential damages.

### **4. Other Statements.**

Mesotech’s employees or representatives’ ORAL OR OTHER WRITTEN STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Buyer, and are not a part of the contract for sale or this Limited Warranty.

### **5. Entire Obligation.**

This Limited Warranty states the entire obligation of Mesotech with respect to the Products. If any part of this Limited Warranty is determined to be void or illegal, the remainder shall remain in full force and effect.