



Yokogawa Corporation of America

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STANDARD PRODUCT WARRANTY STATEMENT

1. WARRANTY

YOKOGAWA CORPORATION OF AMERICA ("Yokogawa") warrants that the Yokogawa products you have purchased will be free from defects in material or workmanship under normal and proper use during the product warranty period detailed in Paragraph 2, unless otherwise provided in writing. For any OEM products supplied by Yokogawa, the warranty of the original manufacturer, if any, shall apply and Yokogawa does not provide any warranties for such OEM products.

The above warranties are in lieu of all other warranties and conditions, whether expressed, implied or statutory, including implied warranties of merchantability or fitness for a particular use, or performance or application warranties, to the fullest extent permitted by applicable law.

2. WARRANTY PERIOD

The applicable warranty period for Yokogawa products is listed in the table below:

Product Series	Warranty Period	Service Location
WT, DL, DLM, and PX	3 Years	Newnan, GA
AQ6 Series	1 Year	Newnan, GA
DMM and Calibration Standards	1 Year	Newnan, GA
Probes & Accessories with Serial Numbers	1 Year	Newnan, GA
Probes & Accessories without Serial Numbers	90 Days	Newnan, GA

- a. The warranty period for Yokogawa products with a one (1) year warranty shall be the earlier of:
 - i. Twelve (12) months from the date of completion of delivery to customer, or
 - ii. Fourteen (14) months from the date of shipment from Yokogawa's facility.
- b. The warranty period for Yokogawa products with a three (3) year warranty shall be the earlier of:
 - i. Thirty-six (36) months from the date of completion of delivery to customer, or
 - ii. Thirty-eight (38) months from the date of shipment from Yokogawa's facility.

3. REMEDIES

In the event that any Yokogawa product is found to be defective in material or workmanship during the warranty period, remedies under the above warranties will be limited, at Seller's option, to the repair, replacement, re-performance or modification of, or issuance of a credit for the purchase price, of the defective products involved, and where applicable, only after the return of such products pursuant to Yokogawa's instructions. Replacement products may be new, remanufactured, refurbished or reconditioned at Yokogawa's discretion.

The warranty provided in Paragraph 1 shall not apply to parts, supplies, consumables or modification kits.

Warranty satisfaction is available only if:

- a. Yokogawa is provided written notice of the warranty claim within thirty (30) days from the date the defect

is discovered, and

- b. Yokogawa's examination discloses that any alleged defect has not been caused by misuse; neglect; improper installation, operation, maintenance, repair, alteration or modification other than by Yokogawa or its authorized representative; accident; fire, flood, earthquake, lightening or other Acts of God; or unusual deterioration or degradation of the products or parts thereof due to physical environment or electrical or electro-magnetic noise environment.

Yokogawa will be liable only for the repair or replacement of the defective Yokogawa products, and Yokogawa will not be responsible for other costs or damages related to warranty repair or replacement, including but not limited to, removal, installation, damage to nearby equipment or freight.

Transportation and freight costs to ship the defective products from the customer site to the designated Yokogawa facility and back to the customer site will be solely at customer's sole cost.

Customer-requested on-site warranty service (consisting of time, travel and expenses related to such services) will be at customer's expense.

The foregoing will be customer's exclusive remedies for any breach of warranty or breach of contract arising therefrom.

4. **GENERAL**

Customer shall use Yokogawa products only for their intended purposes and in accordance with all instructions contained in the manuals, guidelines, warranty terms and any other terms and conditions applicable to such products or provided by any personnel of Yokogawa or its authorized representatives.

In no event shall Yokogawa or its affiliates be liable for indirect, incidental or consequential accidents, damages or losses related to or arising out of Yokogawa products.

Customer agrees that customer's use of Yokogawa products shall be deemed to be customer's acceptance of the foregoing terms and conditions.

**Yokogawa Corporation of America
Test & Measurement**