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SKC Limited Warranty for Products and Return Policy

1. Limited Warranty

1.1

SKC warrants products manufactured by SKC and sold by SKC or authorized representatives or distributors to be free of any defects in materials and workmanship under normal use and service for the warranty period, beginning on the date of original invoice, as follows:

- (a) **SKC sample pumps, NoiseCHEK Dosimeters, and chargers:** 1 year
- (b) **SKC replacement battery packs:**
 - **AirChek TOUCH, AirChek Connect, AirChek Essential, AirChek Essential+, Pocket Pump TOUCH:** 1 year
 - **AirChek 52, Universal Series, XR5000 Series, Leland Legacy, QuickTake 30:** 90 days
- (c) **SKC replacement parts:** 90 days
- (d) **Other warranted instruments not listed above, and resale products distributed by SKC:** Original manufacturer warranty

The foregoing products and all other SKC products are subject to the SKC Return Policy in Section 4.

1.2

This Limited Warranty extends only to the original buyer/end-user of the product and is not transferable in any manner.

1.3

SKC shall have no obligation under this Limited Warranty until all invoices for the product are paid in full.

1.4

Under this Limited Warranty, SKC reserves the right to inspect product to determine validity of buyer's claim and SKC, in its sole discretion, shall have the option of:

- (a) **replacing** warranted SKC-manufactured product (F.O.B. point of purchase) without charge provided the product is returned to the point of purchase within 30 days of the date of invoice (replacement product may be model equivalent or better). This option is **not available** for resale products, or
- (b) **crediting** the buyer's account with the price of the warranted SKC-manufactured product provided the product is returned to the point of purchase within 30 days of the date of invoice. This option is **not available** for resale products, or
- (c) **repairing** warranted product without charge for product returned to point of purchase after 30 days of invoice date and before the end of the stated warranty period in Section 1.1. This option is **available** for resale products.



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Repair shall not extend the warranty period listed for the product in Section 1.1. However, parts installed during SKC warranty repair are warranted for 90 days from date of repair invoice.

SKC shall honor the original manufacturer warranty for resale products. However, if the product is not under warranty, the buyer is responsible for all repair costs charged by the product manufacturer.

1.5

The foregoing remedy shall be SKC's sole liability and shall be the exclusive remedy of the buyer.

1.6

This Limited Warranty **shall not apply** to product that has failed due to or been damaged by (a) accident, misuse, abuse, improper application, negligence, alteration, force majeure occurrence(s), transportation or handling, failure to operate products in accordance with manufacturer instructions, or failure to maintain the recommended operating, charging, or storing environments in accordance with manufacturer instructions; (b) unauthorized repair, maintenance, service, or modification of product by the buyer or a third party or attachment to or use of non-SKC supplied equipment; (c) use of non-SKC supplied cleaning devices or supplies or consumables.

1.7

Claims under this Limited Warranty must be made to your SKC representative in writing within 30 days of buyer discovery of product defect(s) (mailed certified return receipt-requested, postage prepaid). Product must be returned to the point of purchase (freight prepaid) with required documentation and in appropriate packaging clearly marked with a Return Material Authorization (RMA) number obtained from SKC (*see Return Policy in Section 4*). SKC reserves the right of inspection to determine validity of buyer's claim of defective product under the terms of this Limited Warranty. SKC further reserves the right to approve and negotiate the terms of repair or replacement.

1.8

SKC reserves the right to make changes to, at any time without notice, product design, color, material, and specifications without any obligation to incorporate new features or modifications in previously sold products. SKC reserves the right to discontinue product.

1.9

This Limited Warranty shall be invalid if the buyer fails to comply with every term and condition of the Limited Warranty.

2. Limitation of Liability

2.1

THIS LIMITED WARRANTY CONSTITUTES THE ONLY WARRANTY MADE BY SKC CONCERNING THE PRODUCT AND IT HEREBY EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



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2.2

UNDER NO CIRCUMSTANCES SHALL SKC BE LIABLE TO THE BUYER OR ANY USER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LABOR AND ANALYSIS FEES), WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON ANY CLAIM OF ANY OTHER PARTY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL SKC BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID BY BUYER FOR THE PRODUCT

3. Governing Law

3.1

This Limited Warranty constitutes the complete, final, exclusive, and fully integrated statement of warranty between SKC Inc. and buyer concerning the products. Any action brought relating to this Limited Warranty shall be instituted and litigated in the courts of the Commonwealth of Pennsylvania located in Washington County, Pennsylvania, or the Federal courts for the Western District of Pennsylvania. This Limited Warranty shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. It is expressly agreed that the United Nations Convention on Contracts for the international Sale of Goods shall not apply.

4. Return Policy

4.1

Product Return Guidelines

- **Faulty, damaged, or missing items** - Contact SKC Customer Service to correct the problem immediately.
- **Package delivered damaged** - Report damage immediately to the carrier. Retain all containers and packing material.

4.2

Product Return Policy

- **Qualifying product returned unused and received at the point of purchase within 30 days of invoice:**
Buyer receives a refund of purchase price. **See *Non-returnable Items in Section 4.3.***



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- **Qualifying product returned unused and received at the point of purchase between 31 and 90 days after invoice:**
Buyer receives a refund of purchase price minus a restocking fee. **See *Non-returnable Items in Section 4.3.***
- **More than 90 days after invoice:**
Product cannot be returned.

4.3

Non-returnable Items

Custom orders (specials), used products, incomplete products (product missing parts and/or a portion of original quantity; product with damaged or missing labeling), opened sample media (media with opened packaging and/or media that has been exposed), opened software packages, product with missing packaging, product not purchased from SKC, expired lot or shelf-life product, refrigerated or perishable product, discontinued product, product not returned prior to 90 days after invoice, and certain resale items are non-returnable.

4.4

Returning Product to SKC

1. From the U.S. or Canada, call Customer Service at 800-752-8472 (international customers call 724-941-9701). Request a Return Material Authorization (RMA) number. **Only packages with an RMA number will be accepted by SKC.**
2. Carefully package the product. **Mark the RMA number on correspondence and on the outside of the package.**
3. Ship freight prepaid to the address provided by Customer Service.