

Insect Chamber 3-10-Lifetime Limited Warranty

The BioCold 3-10-Lifetime Limited Warranty ("Warranty") covers the repair or replacement of any equipment found to be defective within three years of the date of purchase, plus such additional warranties as are outlined below. This warranty shall apply only to BioCold Environmental, Inc. ("BioCold") Insect Series Chambers with solid state cooling systems purchased on or after April 1, 2014. Warranty terms are subject to change without notice.

THREE YEARS

This warranty shall cover any defects reported to BioCold within three years of the date of purchase, normal wear and tear excepted. This warranty shall cover both parts and labor costs, and shall be limited to the replacement cost of the incubator. All labor shall be performed by an authorized BioCold technician or contractor.

TEN YEARS

This warranty shall cover any defects in the incubator heating and cooling system for a period of ten years from the date of purchase, and shall apply to defects in the thermoelectric cooling module, thermoelectric cooling fan, finned heat exchanger, or electric heaters. This warranty shall be limited to the replacement cost of the failed part(s), and shall not cover diagnostic or installation labor, chamber circulation fan, humidity systems, control relays, limit switches or other control devices.

LIMITED LIFETIME

This warranty shall cover any defects in the incubator temperature and humidity controller(s) for the lifetime of the incubator. This warranty applies to both microprocessor-type controllers and mechanical humidistats, and shall be limited to the replacement cost of the failed controller, and shall not cover diagnostic or installation labor, control relays, transformers, limit switches, wiring, or other control devices

Claims. Warranty claims must be submitted to BioCold prior to any work being performed. Upon contacting BioCold, customer shall be issued a Warranty Repair Authorization Number. No warranty claim shall be honored without an Authorization Number. Upon receiving notification of a claim, BioCold shall have the option to send a technician to inspect the chamber, or to request additional information from the customer. Customer shall reasonably respond to inquiries from BioCold.

Excluded Work. Upon receipt of a warranty claim, BioCold may incur diagnostic labor and travel costs prior to ascertaining the precise nature of the failure. If the required repair work is not covered under warranty, Customer may be responsible for all diagnostic costs, with the exception of telephone or email diagnostic support provided by BioCold employees.

Transferability. All warranties are nontransferable and shall extend only to the original purchaser of the incubator.

Misuse and Unauthorized Service. Abuse, misuse, mishandling, unauthorized modifications or repairs, or any use of the incubator contrary to its original purpose shall immediately void all warranties. Service work, other than regular preventive maintenance, must be authorized in writing by BioCold or its employees prior to such work being performed.

Preventive Maintenance. Failure to perform preventive maintenance services at regular intervals as outlined in the incubator operations and maintenance manual provided at the time of purchase shall void warranties if, at the sole discretion of BioCold, such failure may be deemed to have contributed to the reported defect.

Prevailing Terms. This description is an explanation of the BioCold 3-10-Limited Lifetime Insect Series Incubator warranty, and shall apply to all insect incubators sold with the 3-10-Limited Lifetime warranty. Warranty terms contained in any written offer made by BioCold or its employees shall supersede this explanation, and shall supersede any other warranty whether written or verbal, express or implied. Warranty terms are subject to change without notice. Except as expressly provided herein, this warranty expressly disclaims all other warranties of merchantability or of fitness for a particular purpose.

Limitation of Liability. This warranty shall be limited to the purchase price of the incubator, and BioCold retains the right to repair, replace or refund any defective incubator or incubator component, at its sole discretion. BioCold shall not be liable for any indirect or consequential damages arising from any malfunction, mishap, or performance of the insect incubator. Customer is responsible to implement appropriate backup alarm system or other system failure contingency plan as appropriate to the value of any product or research contained in the insect incubator.

Prior Warranties. Any warranty claim shall be honored according to the terms of the warranty in effect at the time of purchase as outlined in the written Offer or Letter of Quotation.

Choice of Law. This warranty shall be governed under the laws of the State of Missouri.

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For any questions or to initiate a Warranty Claim call (866) 203-0065, or email <u>service@biocold.com</u>.