

STANDARD WARRANTY SERVICE AGREEMENT

The Prometheus Group® warrants equipment of its own manufacture to be free from defects in material and workmanship as follows:

One (1) year from the date of shipment to the original purchaser, subject to the terms, conditions, limitations, and exclusions specified herein.

1. **Service:** The Prometheus Group® of New Hampshire, Ltd., hereafter “The Prometheus Group®”, shall provide, for the term of this warranty, repair of defective Prometheus Group® units. This warranty shall include all parts and labor charges. The purchaser must obtain a Return Authorization Number and must return the defective unit, at the purchaser’s own expense to The Prometheus Group®. The Prometheus Group® may, at its option, repair and return the unit or provide a replacement unit. Should The Prometheus Group® elect to provide a replacement unit, then this warranty is automatically transferred to the replacement unit. The Prometheus Group® shall return, at The Prometheus Group’s® own expense, the repaired or replacement Prometheus Group® unit.
2. **Exclusions:** The following conditions are excluded from service under this warranty:
 - A. Preventative maintenance. Preventative maintenance, defined as maintenance performed for the purpose of preventing a malfunction, is excluded from service under this warranty.
 - B. Repair of damage or malfunction of Prometheus Group® equipment resulting from abuse, accident, modification, usage of accessories, consumables and components not supplied or approved by The Prometheus Group®, or other cause other than normal usage, including but not limited to operator error, failure of other user-supplied equipment, and equipment operation in excess of design specifications is excluded from service under this warranty.
 - C. Loss due to fire, flood, robbery, burglary, theft, vandalism, radioactive contamination, or other natural disasters or Acts of God is excluded from service under this warranty.
 - D. Replacement of batteries, accessories and expendables such as electrodes, are excluded from service under this warranty.
 - E. Commercial Equipment made by others, such as computers and printers.

NOTE: The Prometheus Group® provides no warranty on these items, and any service required must be obtained from the original manufacturer.

3. **Optional Warranty Extension:** This warranty may be renewed or extended by written agreement and acceptance of both parties. The price for such extension shall be the price in effect at the time the extension is put in force. The Prometheus Group® shall waive any inspection and conditional repair requirements for uninterrupted warranty extensions.
4. **Limitation of Remedy:** The Prometheus Group® shall not be liable for any damages caused by the delay in furnishing warranty services or other performance under this warranty. The service warranty expressed in paragraph 1 represents the sole and exclusive remedy for any warranty claims under expressed or implied warranties, including without limitation any warranty of merchantability or fitness. This warranty specifically limits the liability of The Prometheus Group®, including liability for negligence claims by users and disclaiming any other claims of non-performance by The Prometheus Group®. In no event shall The Prometheus Group® be held liable for any incidental or consequential damages of any kind.
5. **Assignment:** This warranty shall not be assigned by the purchaser without prior written consent of The Prometheus Group®. The warranty shall be binding upon all of the parties and their successors and assigns.

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