

WARRANTY POLICY – INSTRUMENTS

Warranty Disclaimer:

All warranties are personal to the customer and may not be transferred or assigned to a third party, including an affiliate of the customer. All warranties are valid for the site of Instrument installation only and will be considered void if the Instrument is moved to another location of the customer, unless Zinexts, or a Zinexts authorized partner/agent, conducts such re-location and subsequent installation. The warranties described in this policy exclude any stand-alone goods or accessories, whether provided by a third party or Zinexts, that may be acquired or used with the Instrument.

Limited Warranty:

Zinexts warrants that all new Instruments manufactured by and purchased directly from Zinexts will correspond to the product specifications and be free from defects in workmanship and materials for a period of twelve (12) months from the original date of delivery. Repair or replacement of defective parts will be provided to the customer during this time period, provided the Zinexts Instruments are operated under conditions of normal and proper use. The customer must provide written notice to Zinexts that any Instrument is not as warranted within the applicable warranty period, or the right to assert such claim will be deemed waived. Zinexts reserves the right to repair or replace the Instrument with functionally equivalent new, previously opened, or refurbished parts or Instruments.

General Warranty Exclusions:

The Instrument Warranty covers only defects arising under normal use and do not include malfunctions or failures resulting from installation of parts, attachments or accessories that are not original to the Instrument or genuine Zinexts parts, misuse, abuse, neglect, alteration, accidents, problems with electrical power, usage not in accordance with Instrument Instructions, acts of nature, or improper repairs made by anyone other than Zinexts, or a Zinexts authorized partner/agent.

Specific Warranty Exclusions:

Items not covered under this Instrument Warranty include

- a) Parts replaced due to normal wear and tear or routine maintenance (fuses, batteries, light bulbs, UV light bulbs, LEDs);
- b) Reimbursement for rental Instruments while repairing warranty items;
- c) Any transportation and travel costs.

Customer Obligations:

Under this Instrument Warranty, the customer is obliged to operate and maintain the Instrument as specified in the Instrument User Manual. The customer should give notice of apparent defects to Zinexts, or the Zinexts authorized partner/agent, within five (5) days after discovery. The customer notice about the apparent defect has to include Instrument type and

model, serial number of the Instrument, as well as version number of firmware and protocols installed on the instrument at the time of the occurrence of the defect.

Returns:

Before returning any Instrument to Zinexts, the customer must obtain a written return authorization from Zinexts. Any instrument received by Zinexts without a return authorization may, at Zinexts's option, be directly returned to the customer. Once a return authorization is obtained, the customer is responsible for packing and shipping the defective Instrument to a facility designated by Zinexts, within thirty (30) days after receipt of the return authorization.

Limitations of Liability:

CUSTOMER ACKNOWLEDGES THAT IN NO EVENT ZINEXTS SHALL BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES AND PROFITS, EVEN IF ZINEXTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY, IF ANY, OF ZINEXTS FOR ALL DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM ZINEXTS'S BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY TORT WITH RESPECT TO THE INSTRUMENT, OR ANY PARTS OR SERVICES IN CONNECTION WITH THE INSTRUMENT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE AMOUNT PAID FOR THE INSTRUMENT. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE, ALTERNATIVE REMEDY IN THE EVENT THAT ANY OTHER CONTRACTUAL REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

For Warranty service requests, please contact the Zinexts authorized partner/agent, or contact Zinexts by e-mail at info@zinexts.com or sales@zinexts.com.

Zinexts Life Science Corp. recommends that you read the Instrument User Manual, and in particular the troubleshooting section, first.