

Overview of Hardware Equipment Support Services

First Year Support Warranty During the First Year of Ownership

The First Year Hardware Equipment Warranty is subject to Emerald BioSystems Terms and Conditions for Hardware/Operational Software.

1. First year warranty starts on date of installation or ninety (90) days from the date of shipment.
2. Emerald will repair or replace, at its discretion, all defective components during the first year warranty period. This may involve a visit to the Customer site by trained Emerald personnel.
3. Customer is entitled to receive any Software updates that become available during the first year warranty period.

Service After the First Year Support Warranty has Expired

Annual Service Contract and Off-Contract Service is available at prevailing rates after the First Year Hardware Equipment Warranty has expired and are subject to Emerald BioSystems Standard Terms and Conditions HWSWTC_4_08. If previous First Year Warranty or Annual Service Contract Agreement coverage has expired for more than 30 days, pre-inspection and repair of instrument at customers expense prior to start of service coverage may be required.

One Year Service Contract Agreements provide the following coverage in addition to the original Warranty:

1. Unless otherwise specified in an official Emerald Quotation, Service Agreements will include one scheduled onsite maintenance service call per year of coverage to include evaluation and adjustment/repair to meet instrument performance specifications.
2. One Year Service Contracts start on the date that Emerald BioSystems accepts a Customer Purchase Order referencing an official Emerald Quotation for the One Year Service Contract.
3. Emerald will repair or replace, at its discretion, all defective components during the active Service Contract term. This may involve a visit to the Customer site by trained Emerald personnel.
4. Customer is entitled to receive any Software updates that become available during the active Service Contract term.

Off-Contract Service provides service to Customers who are not under a First Year Support Warranty or do not have a One Year Service Contract. Off-Contract Services will be provided according to an official Emerald Quotation.

1. Off-Contract service is priced by travel time to customer from an established Emerald BioSystems site.
2. Off-Contract repair and replacement components may be purchased from Emerald at its then applicable standard rates.

Custom Service

Custom Service providing features to meet individual customer requirements may be arranged. Contact your Emerald BioSystems representative for availability and pricing.

Service Time

Emerald BioSystems support personnel will strive to resolve problems based on troubleshooting by telephone, fax, e-mail or the Internet, during normal business hours (8:00 AM - 5:00 PM PST, Monday- Friday, excluding US Holidays).

Customer Awareness and Responsibilities

1. **Key operator.** Customers are asked to designate a key operator to an Emerald BioSystems representative by telephone or email. Such operator should be qualified to perform simple adjustments or corrections as requested by an Emerald BioSystems representative.
2. **Shipping.** If damage in shipment to any Hardware Equipment is discovered, the shipping carrier should be contacted, and inspection by a local agent should be requested. It is the responsibility of the Customer to inspect all shipments upon receipt to determine if any damage in shipment has occurred. Emerald should then be contacted to determine the processing of any claim for damage.
3. **Safe Working Environment.** Customers should provide the Emerald BioSystems representative with facilities at Customer's location that comply with the applicable regulations of the Secretary of Labor promulgated under the Occupational, Safety and Health Act of 1970.
4. **Return of Hardware Equipment.** Hardware should not be returned to Emerald without prior notification and issuance of a preauthorized Return Authorization Number from Emerald BioSystems.

- a. Unless otherwise specified, the customer is responsible for packing of instrument and shipping to Emerald BioSystems including a note indicating the Return Authorization Number. The customer will be notified of non-warranty repair costs, if any, prior to these repairs being started.
 - b. Damage incurred in transit to Emerald BioSystems including, but not limited to, damage due to improper packing will be the responsibility of the customer and / or shipper. The customer is advised to retain the original packing material, including the cast foam padding, in the event service is required. Replacement packing materials are available from Emerald BioSystems at cost-plus shipping.
 - c. Customer certification of decontamination is required prior to return of any instrument(s) for factory service (instruments not certified decontaminated may be refused service and returned at customer's expense).
5. **Installation.** Customer shall be responsible for building, electrical and other permits for Customer's facility and shall have a site prepared in a fashion suitable for installation (including electrical and other installation requirements designated by Emerald BioSystems for particular Products). Installation may include the performance of Emerald BioSystems standard tests to ensure performance of the Products in accordance with Emerald BioSystems applicable written specifications and documentation.