

WARRANTY & SERVICE POLICY

For Myron L Instrumentation



This policy has been established to expedite the servicing of your MYRON L instrument, regardless if it is within or beyond the warranty period. Instruments returned to us for service or repair without prior authorization will be handled according to this Warranty & Service Policy.

WARRANTY

Most MYRON L instruments purchased on or after June 1, 2002 have a Two (2) Year Limited Warranty. Instruments prior to this date had a One (1) Year Limited Warranty. All pH and ORP Sensors have a Six (6) Month Limited Warranty. The Myron L[®] Company is not responsible for damage caused by environmental factors, i.e. exceeding temperature limits.

INSTRUMENTS/CONTROLLERS WITHIN TWO YEAR WARRANTY PERIOD

Failures due to materials or workmanship will be repaired or replaced (our option) without charge if returned to us freight prepaid. If failure is deemed by the factory to have been caused by abuse or tampering, the following procedure will apply.

INSTRUMENTS/CONTROLLERS OUT OF WARRANTY

A. Diagnosis will be made and repair completed, providing the repair charges are:

- 1. Single Range Meters\$70 or less
- 2. Dialysate Meters\$70 or less
- 3. Three Range Meters\$80 or less
- 4. EP and EP-10 Meters\$90 or less
- 5. pDS Meters\$110 or less
- 6. TechPro Model AR1, TechPro II Model TP1\$110 or less
- 7. TechPro Model PH1 and ARH1, TechPro II Model TPH1\$150 or less
- 8. Ultrameter and Ultrameter II Models 4P\$150 or less
- 9. Ultrameter and Ultrameter II Models 6P, Ultrameter Model 3P\$200 or less

Note: Actual repair charges may be less than this amount.

B. We will diagnose (but not repair) a returned instrument and mail, email or fax an estimate of charges if any of the following apply:

- 1. Repair charges will be more than the amount designated above.
- 2. The returned instrument is a Controlstik System or in-line Monitor/controller.
- 3. You specifically request an estimate of required repairs and charges.
- 4. The product is over 10 years old. Myron L takes pride in attempting to repair instruments of any age (even as old as 40 years). However, due to component availability and product improvements, some older instruments may no longer be repairable.

C. If you receive an estimate from our service department and would like us to proceed, customer authorization is required. Please email authorization or mail/fax a signed copy of the estimate (with P.O. number if required), or contact our Customer Service Department. Contact information on reverse.

Note: Unrepaired items are discarded unless you wish them returned to you. There is a \$35 charge plus shipping per unrepaired item to cover diagnosis and handling such returns. Items remaining more than ninety (90) days from estimate date will be discarded.

D. Service warranty period is ninety (90) days for all **repaired/replaced** parts. All pH and ORP Sensors have a Six (6) Month Limited Warranty.

This warranty is limited to the repair or replacement of the Myron L instrument only.

The Myron L[®] Company assumes no other responsibility or liability.

The Myron L[®] Company reserves the right to make changes in policy and pricing without notice.

Terms & Conditions on reverse.



TERMS & CONDITIONS

For Myron L Instrumentation

PURCHASER/USER AGREES TO THE FOLLOWING TERMS & CONDITIONS –

DOMESTIC ORDERS: Payment in advance or credit card (Visa/MasterCard/American Express).

EXPORT ORDERS: Payment in advance or credit card (Visa/MasterCard/American Express).

OPEN ACCOUNTS: 1% 10 Days, net 30 days upon receipt of sufficient credit information, unless prior arrangements have been made. It shall be understood that the invoice payment terms shall date from the date of invoice.

Unpaid balance is subject to a 1½% monthly finance charge (18% per annum) 30 days after invoice due date.

Accounts unpaid after 60 days will incur an additional \$25 late fee.

Minimum order: \$25.00

All prices are in U.S. dollars, and all invoices shall be paid in U.S. dollars.

All claims for shortages or errors must be made within 10 days after receipt of goods.

TAXES: Where applicable, state and local taxes will be added to invoice unless we receive or have on file, at time of order, a current Tax Exempt form. No refunds will be made if form is not current nor submitted at time of order.

SHIPPING: If not specified, goods will be shipped by the most economical carrier of our choice, usually UPS. Domestic orders will be shipped GROUND unless specified.

International orders will be shipped AIR unless specified.

INSURANCE: Insurance costs will be added to all invoices. If insurance is **declined**, we require a signed release before shipment. The signed release absolves the Myron L[®] Company from responsibility if goods are received damaged. It is the customer's/receiver's sole responsibility to collect from the carrier.

F.O.B.: Freight On Board or From Our Business. **ALL** goods are shipped F.O.B. Carlsbad, CA USA. All shipping and insurance costs, local and/or foreign taxes or exportation/importation duties are the responsibility of the purchaser/buyer/customer.

REFUSAL: Any and all costs incurred by the refusal of shipment or the automatic return of goods shall be paid before reshipment or the processing of another order.

RETURNS: Returned goods must be accompanied by the invoice within 30 days. A charge of 20% with a \$25.00 minimum will be made on returned (resalable) merchandise except in the case of defective goods, or error on order on the part of the Myron L[®] Company.

SPECIAL ORDERS/SOLUTIONS: All solution and special order items are NON-CANCELABLE, NON-RETURNABLE, and NON-REFUNDABLE.

CLAIMS: Claims for damage sustained in transit should be made promptly to your carrier.

FORCE MAJEURE: The Myron L[®] Company shall not be liable for any delay in or impairment of performance resulting in whole or part from acts of nature, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, or any other circumstances or cause beyond the control of the Myron L[®] Company in the conduct of its business.

INDEMNIFICATION: Customer shall indemnify Myron L[®] Company against and hold Myron L[®] Company harmless from any claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, claimed by any person, organization, association, or otherwise arising out of, or relating to, all products sold, loaned or gifted, or their use, possession, operation and/or condition.

LEGAL ACTION: These Terms & Conditions shall be constructed in accordance with the laws of the State of California. Any and all legal actions shall be litigated within the jurisdiction of the courts of North San Diego County, CA USA. The prevailing party in any legal action shall be entitled to recover reasonable attorney's fees and costs in the amount allowed by court.

MODIFICATIONS: No modification of the Terms & Conditions, or any claimed waiver of any provision hereof shall be binding unless in writing signed by the Myron L[®] Company (Seller). Seller will not be bound by any acceptance containing terms & conditions that conflict with these Terms & Conditions. Buyer acknowledges full understanding of these Terms & Conditions, and applicable Warranties. No buyer terms & conditions shall supersede these Terms & Conditions and applicable Warranties.

CHANGES: Because of our policy of continuous product improvement, the Myron L[®] Company (Seller) reserves the right to make changes in design, specifications, and prices without notice.

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Built On Trust. Founded in 1957, the Myron L[®] Company is one of the world's leading manufacturers of water quality instruments. Because of our commitment to product improvement, changes in design and specifications are possible. You have our assurance any changes will be guided by our product philosophy: accuracy, reliability, and simplicity.

