Warranty

Part Number	6017049 / Revision B
Copyright	©TSI Incorporated / 2023 / All rights reserved.
Address	TSI Incorporated / 500 Cardigan Road / Shoreview, MN 55126 / USA
Fax No.	651-490-3824
E-mail Address	technical.services@tsi.com

Limitation of Warranty and Liability (effective April 2023)

(For country-specific terms and conditions outside of the USA, please visit <u>www.tsi.com</u>.)

Seller warrants the goods, excluding software, sold hereunder, under normal use and service as described in the operator's manual, to be free from defects in workmanship and material for the longer period of either **12 months** or **the length of time specified in the operator's manual/warranty statement provided with the goods or made available electronically (version published at the time of sale)**, from the date of shipment to the customer. This warranty period is inclusive of any statutory warranty. This limited warranty is subject to the following exclusions and exceptions:

- a. Hot-wire or hot-film sensors used with research anemometers, and certain other components when indicated in specifications, are warranted for 90 days from the date of shipment;
- b. Pumps are warranted for hours of operation as set forth in product or operator's manuals;
- c. Parts repaired or replaced as a result of repair services are warranted to be free from defects in workmanship and material, under normal use, for 90 days from the date of shipment;
- d. Seller does not provide any warranty on finished goods manufactured by others or on any fuses, batteries or other consumable materials. Only the original manufacturer's warranty applies;
- e. This warranty does not cover calibration requirements, and seller warrants only that the instrument or product is properly calibrated at the time of its manufacture. Instruments returned for calibration are not covered by this warranty;
- f. This warranty is **VOID** if the instrument is opened by anyone other than a factory authorized service center with the one exception where requirements set forth in the manual allow an operator to replace consumables or perform recommended cleaning;
- g. This warranty is VOID if the product has been misused, neglected, subjected to accidental or intentional damage, or is not properly installed, maintained, or cleaned according to the requirements of the manual. Unless specifically authorized in a separate writing by Seller, Seller makes no warranty with respect to, and shall have no liability in connection with, goods which are incorporated into other products or equipment, or which are modified by any person other than Seller.
- h. New parts or components purchased are warranted to be free from defects in workmanship and material, under normal use, for 90 days from the date of shipment.

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TO THE EXTENT PERMITTED BY LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE LIMIT OF SELLER'S LIABILITY FOR ANY AND ALL LOSSES, INJURIES, OR DAMAGES CONCERNING THE GOODS (INCLUDING CLAIMS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) SHALL BE THE RETURN OF GOODS TO SELLER AND THE REFUND OF THE PURCHASE PRICE, OR, AT THE OPTION OF SELLER, THE REPAIR OR REPLACEMENT OF THE GOODS. IN THE CASE OF SOFTWARE, SELLER WILL REPAIR OR REPLACE DEFECTIVE SOFTWARE OR IF UNABLE TO DO SO, WILL REFUND THE PURCHASE PRICE OF THE SOFTWARE. IN NO EVENT SHALL SELLER BE LIABLE FOR LOST PROFITS, BUSINESS INTERRUPTION, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES. SELLER SHALL NOT BE RESPONSIBLE FOR INSTALLATION, DISMANTLING OR REINSTALLATION COSTS OR CHARGES. No Action, regardless of form, may be brought against Seller more than 12 months after a cause of action has accrued. The goods returned under warranty to Seller's factory shall be at Buyer's risk of loss, and will be returned, if at all, at Seller's risk of loss.

Buyer and all users are deemed to have accepted this LIMITATION OF WARRANTY AND LIABILITY, which contains the complete and exclusive limited warranty of Seller. This LIMITATION OF WARRANTY AND LIABILITY may not be amended, modified or its terms waived, except by writing signed by an Officer of Seller.

Service Policy

Knowing that inoperative or defective instruments are as detrimental to TSI as they are to our customers, our service policy is designed to give prompt attention to any problems. If any malfunction is discovered, please contact your nearest sales office or representative, or call TSI's Customer Service department at 1-800-680-1220 (USA) or +001 (651) 490-2860 (International).

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