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# Certificate of Warranty

We, INNO INSTRUMENT INC. are pleased to submit Certificate of Warranty for the Products.

## 1) Warranty Policy

- We, INNO Instrument Inc., do hereby warrant our Fusion splicer products, be free from defects due to defective materials or workmanship for a period of 3 years from the date of shipment.
- We, INNO Instrument Inc., do hereby warrant our accessories such as Battery, Cleaver, Thermal Stripper, AC adapter which are included in the standard package of Fusion Splicer products, be free from defects due to defective materials or workmanship for a period of 1 year from the date of shipment.

During the warranty period, INNO Instrument Inc. will, at its option, repair or replace parts or products that prove to be defective.

- We, INNO Instrument Inc., are responsible for freighting(receiving and sending) the equipment that prove to be defective and all related customs, taxes, tariffs, insurance, etc. for a period of 1 year from the date of shipment.
- In cases caused by user's carelessness or after a period of 1 year from the date of shipment, the owner is responsible for freighting (receiving and sending) the equipment and all related customs, taxes, tariffs, insurance, etc.

INNO instrument Inc. will return the equipment by the same method (i.e., Air, Express, Surface) as the equipment was sent to INNO instrument Inc.. All equipment returned for warranty repair must have a valid RMA number issued prior to return and be marked clearly on the return packaging. INNO Instrument Inc. strongly recommends all equipment to be returned in its original packaging.

## 2) Limitation of Warranty

The obligation for INNO Instrument Inc. under this warranty is limited to repair or replacement of defective parts, and the return shipment to the buyer of the repaired or replaced parts or products.

### **The warranty does not cover any consumable parts such as Electrode, Cleaver blade**

The warranty does not cover damage caused by misuse or abuse; accident; the attachment of any unauthorized accessory; alteration to the product; improper installation; unauthorized repairs or modifications; improper use of electrical/power supply; loss of power; dropped product; malfunction or damage of an operating part from failure to provide manufacturer's recommended maintenance; transportation damage or loss; theft; neglect; vandalism; or environmental conditions; or any other conditions whatsoever that are beyond the control of INNO Instrument Inc..

The warranty does not apply to any product or parts thereof where the serial number of product or any

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parts has been altered, defaced, or removed.

A fixed charge established for each product will be imposed for all equipment returned for warranty repair, where INNO Instrument Inc. cannot identify the cause of reported failure.

### 3) Disclaimers and Exclusions

The warranty described hereinabove shall be IN LIEU of any other warranty, express or implied. Except as set out hereinabove, there are NO other warranties and any statutory or implied warranty of MERCHANTABILITY or fitness for a particular purpose is EXCLUDED from this transaction and shall not apply.

The purchaser agrees that his sole and exclusive remedy against INNO Instrument Inc. shall be for the repair or replacement of defective parts as provided hereinabove. The purchaser agrees that NO OTHER REMEDY (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to him. The sole purpose of the stipulated exclusive remedy provided for herein, shall be to provide the purchaser with repair and replacement of defective parts in the manner provided hereinabove.

The purchaser acknowledges that no oral-statements purporting to be warranties, representations, or guarantees of any product from INNO Instrument Inc. have been made by INNO Instrument Inc. or its dealer which in any way expands, alters or modifies the terms of the warranty set out herein. Any such statements do not constitute warranties, shall not be relied on by the purchaser, and are not part of the contract of sale. This writing constitutes a complete and exclusive statement of the terms of any warranty, express or implied, of INNO Instrument Inc.

There is NO WARRANTY for any defective part of a INNO Instrument product which has been removed from its original installation site or which arises from mishandling, neglect, fire, flood, lightning, corrosive atmosphere, improper installation of the product, unauthorized modification of the product, improper fuel supply to the product, or the failure of the purchaser to properly install the product as is set out in the installation instructions.

### 4) End of Life(EOL) Policy

For any product being planned for EOL, we, INNO Instrument Inc., issue an End of Life announcement before the End of Sale (EOS) date. On the EOS date, the product is removed from the price list and is no longer available for purchase. The End of Life announcement also includes the End of Support (EOST) date, which is 10 years for Fusion splicer products and 3 years for Cleaver after the EOS date.

Support for discontinued products will be provided only to customers who have purchased a maintenance contract, or converted their new product warranty coverage to a maintenance contract prior to the expiration of the standard warranty.